

Project Manual
Design Development
Renovations to
John Dickinson High School
Wilmington, Delaware
Volume 1

BECKER MORGAN GROUP, INC.



ARCHITECTURE
ENGINEERING

Red Clay Consolidated School District

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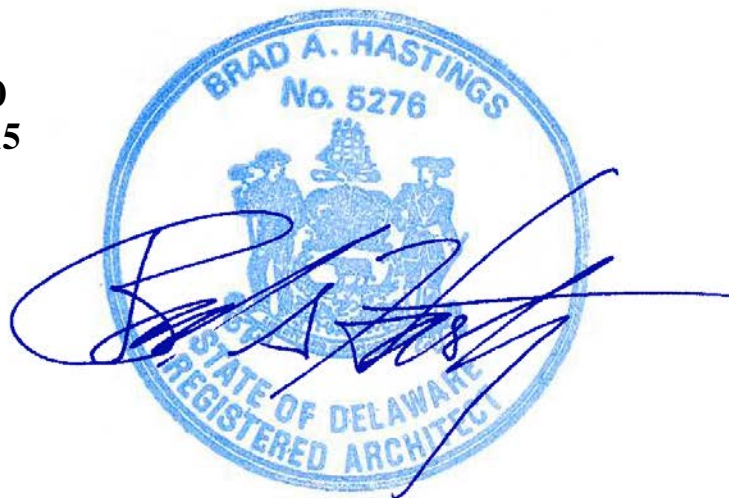


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PART 1 - The actual drawings in the set supersede any discrepancies with this list. This list will be updated prior to inclusion in the successful bidder's contract in accordance with any revisions or addenda. This entire section will be attached to the contract.

All bidders are responsible to review all drawings and include all necessary work related to their trade on any and all drawings.

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MD401	Demo – Mechanical Details	3/27/2015
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M402	Mechanical Details	3/27/2015
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SECTION 001100 – ADVERTISEMENT FOR BIDS

(as published in THE NEWS JOURNAL: 4/23/15 and 4/27/15)

Bid #2-15-41 John Dickinson High School Renovations. There will be a MANDATORY pre-bid meeting on **April 28, 1025** at 2:00pm at **John Dickinson High School, Auditorium, 1801 Milltown Road, Wilmington, DE 19808**. Bid specifications will be available (free on CD) at the pre-bid meeting from the Whiting-Turner Contracting Company. The following are the bid offerings:

Masonry: Bid # 2-15-41-04A

Roofing: Bid # 2-15-41-07A

Glass, Glazing & Aluminum: Bid # 2-15-41-08A

Acoustical Ceilings: Bid # 2-15-41-09A

Window Treatments: Bid # 2-15-41-12B

Elevator: Bid # 2-15-41-14A

Mechanical and Plumbing: Bid # 2-15-41-23A

Electrical: Bid # 2-15-41-26A

All bids will be publicly opened in the **John Dickinson High School, Auditorium on May 12, 2015 at 2:00 P.M.** starting with the roofing bid and continuing until all bids are open. Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

EOE

END OF SECTION 001100

SECTION 001110 – INVITATION TO BID

Sealed bids for RCCSD Contract No. **2-15-41** – John Dickinson High School Renovations will be received by the Red Clay Consolidated School District at **John Dickinson High School, Auditorium, 1801 Milltown Road, Wilmington, DE 19808** until 2:00 p.m. local time on Tuesday, May 12, 2015, at which time they will be publicly opened and read aloud. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Masonry: Bid # 2-15-41-04A

Roofing: Bid # 2-15-41-07A

Glass, Glazing & Aluminum: Bid # 2-15-41-08A

Acoustical Ceilings: Bid # 2-15-41-09A

Window Treatments: Bid # 2-15-41-12B

Elevator: Bid # 2-15-41-14A

Mechanical and Plumbing: Bid # 2-15-41-23A

Electrical: Bid # 2-15-41-26A

Project involves renovations to provide new exterior windows, new roofing, and HVAC modifications.

Attention is called to construction schedule as detailed in the Bid Documents.

A **MANDATORY** Pre-Bid Meeting will be held on Tuesday, April 28, 2015 at 10:00am at **John Dickinson High School, Auditorium, 1801 Milltown Road, Wilmington, DE 19808** for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE AT THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Red Clay Consolidated School District, 1502 Spruce Avenue, Wilmington, DE 19805. The outer envelope should clearly indicate: **“RCCSD CONTRACT NO. 2-15-41- INCLUDING THE BID PACKAGE # – JOHN DICKINSON HIGH SCHOOL RENOVATIONS – SEALED BID – DO NOT OPEN.”**

Contract documents may be obtained beginning Tuesday, April 28, 2015, they will also be available (free on CD) at the pre-bid meeting from the Whiting-Turner Contracting Company.

All bids will be publicly opened **John Dickinson High School, Auditorium, 1801 Milltown Road, Wilmington, DE 19808** on May 12, 2015 at 2:00 P.M. Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

Construction documents will be available for review beginning April 28, 2015, at the following locations: The Whiting-Turner Contracting Co. and Red Clay Consolidated School District Offices.

Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE) and Women-Owned Business Enterprises (WBE) will be afforded full opportunity to submit bids on this contract and will not be subject to discrimination on the basis of race, color, national origin or sex in consideration of this award. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all

bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

END OF SECTION 001110

SECTION 002113 – INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS
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7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL**1.1 DEFINITIONS**

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

- 1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.
- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:

- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.3 JOINT VENTURE REQUIREMENTS
 - 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
 - 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
 - 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
 - 2.3.4 All required insurance certificates shall name both Joint Venturers.
 - 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.
 - 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
 - 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
 - 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.
- 2.4 ASSIGNMENT OF ANTITRUST CLAIMS
 - 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

- 3.1 COPIES OF BID DOCUMENTS
 - 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.
- 3.4 **ADDENDA**
- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

- 4.1 **PREPARATION OF BIDS**
- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 **BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY.** If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.2 BID SECURITY
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.
- 4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.
- 4.3 SUBCONTRACTOR LIST
- 4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.
- 4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.4.1 During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 SUBMISSION OF BIDS

- 4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
- 4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.
- 4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.7 MODIFICATION OR WITHDRAW OF BIDS

- 4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.
- 4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS**5.1 OPENING/REJECTION OF BIDS**

- 5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.
- 5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
- 5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

- 5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.
- 5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.
- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
 - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
 - C. The Bidder's written safety plan;
 - D. Whether the Bidder is qualified legally to contract with the State;
 - E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
 - 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
 - 5.3.3.2 Evidence of collusion among Bidders.
 - 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
 - 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
 - 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
 - 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
 - 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
 - 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
 - 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
 - 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
 - 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
 - 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) or a Delaware business license number, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification or Delaware business license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. Prior to execution of the resulting contract, the successful Bidder shall be required to produce proof of its Delaware business license if not provided in its bid.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

- 7.1 BOND REQUIREMENTS
- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).
- 7.2 TIME OF DELIVERY AND FORM OF BONDS
- 7.2.1 The bonds shall be dated on or after the date of the Contract.

- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

- 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A132-2009 Standard Form of Agreement between Owner and Contractor, Construction Manager as Adviser Edition.

END OF SECTION 002113

SECTION 004000 – BID FORM

For Bids Due: May 12, 2015

To:

Red Clay Consolidated School District1502 Spruce AvenueWilmington, DE 19805Bid Package: 2-15-41-04A – Masonry

Name of Bidder: _____

Delaware Business License No.: _____ Taxpayer ID No.: _____

(Other License Nos.): _____

Phone No.: _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID: \$ _____ Dollars

(\$ _____)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: “Not Applicable”

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

Add / Deduct: _____ Dollars
(\$ _____)

Add / Deduct: _____ Dollars
(\$ _____)

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address:

Witness: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Bid Security (Deposit or Bid Bond)

BID FORM**Bid Package #:** 2-15-41-04A – Masonry**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

NOTE: Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State) & License #</u>
<u>Masonry</u>	<u></u>	City <u></u>
		State <u></u>
		License # <u></u>

BID FORM**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Red Clay Consolidated School District.

All the terms and conditions of Bid #2-15-41 have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

PHONE NUMBER:

Sworn to and Subscribed before me this _____ day of _____ 2015.

My Commission expires _____. NOTARY PUBLIC _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

END OF SECTION 004000

SECTION 004000 – BID FORM

For Bids Due: May 12, 2015To: Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805Bid Package: 2-15-41-07A – Roofing

Name of Bidder: _____

Delaware Business License No.: _____ Taxpayer ID No.: _____

(Other License Nos.): _____

Phone No.: _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID: \$ _____ Dollars
(\$ _____)**ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :**

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: “Not Applicable”

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

		ADD	DEDUCT
UNIT PRICE No. 1	Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts up to 50 square feet, per s.f.	\$	\$
UNIT PRICE No. 2	Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts 51 – 100 square feet, per s.f.	\$	\$
UNIT PRICE No. 3	Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts over 100 square feet, per s.f.	\$	\$
UNIT PRICE No. 4	Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts up to 50 square feet, per s.f.	\$	\$
UNIT PRICE No. 5	Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts 51 – 100 square feet, per s.f.	\$	\$
UNIT PRICE No. 6	Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts over 100 square feet, per s.f.	\$	\$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This bid shall remain valid and cannot be withdrawn for Sixty (60) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (REQUIRED).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address:

Witness: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Bid Security (Deposit or Bid Bond)

BID FORM**Bid Package #:** 2-15-41-07A – Roofing**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

NOTE: Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State) & License #</u>
<u>Flat Roofing</u>	<u></u>	City <u></u>
		State <u></u>
		License # <u></u>

BID FORM**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Red Clay Consolidated School District.

All the terms and conditions of Bid #2-15-41 have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

PHONE NUMBER:

Sworn to and Subscribed before me this _____ day of _____ 2015.

My Commission expires _____. NOTARY PUBLIC _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

END OF SECTION 004000

SECTION 004000 – BID FORM

For Bids Due: May 12, 2015 To: Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805

Bid Package: 2-15-41-08A – Glass, Glazing & Aluminum

Name of Bidder: _____

Delaware Business License No.: _____ Taxpayer ID No.: _____

(Other License Nos.): _____

Phone No.: _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID: \$ _____ Dollars
(\$ _____)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: “Not Applicable”

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

None.

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

This bid shall remain valid and cannot be withdrawn for Sixty (60) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (REQUIRED).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address:

Witness: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package #: 2-15-41-08A – Glass, Glazing & Aluminum

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

NOTE: Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State) & License #</u>
Glass & Aluminum		City _____ State _____ License # _____

BID FORM**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Red Clay Consolidated School District.

All the terms and conditions of Bid #2-15-41 have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

PHONE NUMBER:

Sworn to and Subscribed before me this _____ day of _____ 2015.

My Commission expires _____. NOTARY PUBLIC _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

END OF SECTION 004000

SECTION 004000 – BID FORM

For Bids Due: May 12, 2015 To: Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805

Bid Package: 2-15-41-09A – Acoustical Ceilings

Name of Bidder: _____

Delaware Business License No.: _____ Taxpayer ID No.: _____

(Other License Nos.): _____

Phone No.: _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID: \$ _____ Dollars
(\$ _____)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: “Not Applicable”

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
 (\$ _____)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

		ADD	DEDUCT
UNIT PRICE No. 1	Provide new acoustical ceiling grid and tile to match existing corridors for amounts up to 100 square feet, per s.f.	\$	\$
UNIT PRICE No. 2	Provide new acoustical ceiling grid and tile to match existing corridors for amounts over 100 square feet, per s.f.	\$	\$
UNIT PRICE No. 3	Provide new acoustical ceiling grid and tile to match existing classrooms for amounts up to 100 square feet, per s.f.	\$	\$
UNIT PRICE No. 4	Provide new acoustical ceiling grid and tile to match existing classrooms for amounts over 100 square feet, per s.f.	\$	\$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This bid shall remain valid and cannot be withdrawn for **Sixty (60)** days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (REQUIRED).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address:

Witness: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package #: 2-15-41-09A – Acoustical Ceilings

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

NOTE: Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State) & License #</u>
<u>Acoustical Ceilings</u>	<u></u>	City <u></u> State <u></u> License # <u></u>

BID FORM**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Red Clay Consolidated School District.

All the terms and conditions of Bid #2-15-41 have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

PHONE NUMBER:

Sworn to and Subscribed before me this _____ day of _____ 2015.

My Commission expires _____. NOTARY PUBLIC _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

END OF SECTION 004000

SECTION 004000 – BID FORM

For Bids Due: May 12, 2015 To: Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805

Bid Package: 2-15-41-12A – Window Treatments

Name of Bidder: _____

Delaware Business License No.: _____ Taxpayer ID No.: _____

(Other License Nos.): _____

Phone No.: _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID: \$ _____ Dollars
(\$ _____)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: “Not Applicable”

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
 (\$)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package. Not all of the blank spaces below may be required.

None.

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This bid shall remain valid and cannot be withdrawn for **Sixty (60)** days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (REQUIRED).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address:

Witness: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)

Non-Collusion Statement

Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package #: 2-15-41-12A – Window Treatments

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

NOTE: Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State) & License #</u>
<u>Window Treatments</u>	<u></u>	City <u></u> State <u></u> License # <u></u>

BID FORM**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Red Clay Consolidated School District.

All the terms and conditions of Bid #2-15-41 have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

PHONE NUMBER:

Sworn to and Subscribed before me this _____ day of _____ 2015.

My Commission expires _____. NOTARY PUBLIC _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

END OF SECTION 004000

SECTION 004000 – BID FORM

For Bids Due: May 12, 2015To: Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805Bid Package: 2-15-41-14A – Elevator

Name of Bidder: _____

Delaware Business License No.: _____ Taxpayer ID No.: _____

(Other License Nos.): _____

Phone No.: _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID: \$ _____ Dollars
(\$ _____)**ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :**

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: “Not Applicable”

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
 (\$)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package. Not all of the blank spaces below may be required.

None.

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This bid shall remain valid and cannot be withdrawn for **Sixty (60)** days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (REQUIRED).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address:

Witness: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Bid Security (Deposit or Bid Bond)

BID FORM**Bid Package #:** 2-15-41-14A – Elevator**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

NOTE: Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State) & License #</u>
<u>Elevator</u>	<u></u>	City <u></u>
		State <u></u>
		License # <u></u>

BID FORM**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Red Clay Consolidated School District.

All the terms and conditions of Bid #2-15-41 have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

PHONE NUMBER:

Sworn to and Subscribed before me this _____ day of _____ 2015.

My Commission expires _____. NOTARY PUBLIC _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

END OF SECTION 004000

SECTION 004000 – BID FORM

For Bids Due: May 12, 2015 To: Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805

Bid Package: 2-15-41-23A – Mechanical and Plumbing

Name of Bidder: _____

Delaware Business License No.: _____ Taxpayer ID No.: _____

(Other License Nos.): _____

Phone No.: _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID: \$ _____ Dollars
(\$ _____)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: “Not Applicable”

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
 (\$)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package. Not all of the blank spaces below may be required.

None.

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This bid shall remain valid and cannot be withdrawn for **Sixty (60)** days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (REQUIRED).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Bid Security (Deposit or Bid Bond)

BID FORM**Bid Package #: 2-15-41-23A – Mechanical and Plumbing****SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

NOTE: Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State) & License #</u>
<u>Ductwork</u>	<u></u>	City <u></u>
		State <u></u>
		License # <u></u>

BID FORM**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Red Clay Consolidated School District.

All the terms and conditions of Bid #2-15-41 have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

PHONE NUMBER:

Sworn to and Subscribed before me this _____ day of _____ 2015.

My Commission expires _____. NOTARY PUBLIC _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

END OF SECTION 004000

SECTION 004000 – BID FORM

For Bids Due: May 12, 2015To: Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805Bid Package: 2-15-41-26A – Electrical

Name of Bidder: _____

Delaware Business License No.: _____ Taxpayer ID No.: _____

(Other License Nos.): _____

Phone No.: _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID: \$ _____ Dollars
(\$ _____)**ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :**

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: “Not Applicable”

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

Add / Deduct: _____ Dollars
(\$ _____)

ALTERNATE NO. 4: Provide 480V electrical service to elevator machine room in lieu of 208V service.

Add / Deduct: _____ Dollars
 (\$ _____)

ALTERNATE NO. 5: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

Add / Deduct: _____ Dollars
 (\$ _____)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package. Not all of the blank spaces below may be required.

None.

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This bid shall remain valid and cannot be withdrawn for **Sixty (60)** days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (REQUIRED).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address:

Witness: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Bid Security (Deposit or Bid Bond)

BID FORM**Bid Package #: 2-15-41-26A – Electrical****SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

NOTE: Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State) & License #</u>
<u>Electrical</u>	<u></u>	City <u></u>
		State <u></u>
		License # <u></u>

BID FORM**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Red Clay Consolidated School District.

All the terms and conditions of Bid #2-15-41 have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

PHONE NUMBER:

Sworn to and Subscribed before me this _____ day of _____ 2015.

My Commission expires _____. NOTARY PUBLIC _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

END OF SECTION 004000

SECTION 004300 – BID BOND

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)
of amount of bid on Contract No. _____, to be paid to the **State** for the use and
benefit of _____ (*insert State agency name*) for which payment
well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and
successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**
who has submitted to the _____ (*insert State agency name*) a
certain proposal to enter into this contract for the furnishing of certain material and/or services within the
State, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this
Contract as may be required by the terms of this Contract and approved by the _____
_____ (*insert State agency name*) this Contract to be entered into within twenty days after
the date of official notice of the award thereof in accordance with the terms of said proposal, then this
obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

SECTION 004320 – REQUIREMENTS FOR APPROVAL FOR LISTING AS A SUBCONTRACTOR

1. Refer to the following section 004350 for any subcontractors or material suppliers to be listed on the bid form.
2. The Construction Manager / Owner will use the following criteria to determine qualifications for any Contractor for listing as a Subcontractor in any trade area:
 - a. The Contractor regularly employs and continuously maintains on his payroll skilled craftsmen in the trade. These skilled craftsmen shall be registered in the trade when such registration is required.
 - b. The Contractor owns the tools and equipment normally associated with the trade.
 - c. The Contractor has previously performed work in the trade which is similar in scope, size, complexity and cost to the proposed construction.
 - d. The Contractor must have or must have applied for a Delaware Business License prior to bidding the project.
3. The Construction Manager / Owner may challenge or disqualify any Contractor based on failure to meet any of the above criteria for qualification for listing as Subcontractor in a trade. Bidders may be required to present such evidence as deemed necessary to evaluate qualifications. The decision to disqualify a Contractor in a given trade shall be made by the Red Clay Consolidated School District and all decisions shall be final.
4. The subcontractor listing is provided for information only to the construction manager and the owner if the subcontractor category was not requested at the pre-bid meeting or requested by the CM or owner.

END OF SECTION 004320

SECTION 004350 – LIST OF SUBCONTRACTORS OR MATERIAL SUPPLIERS

Where the Bidder intends to perform the work with his own forces, his name is listed as a subcontractor.

**This list will be updated via the pre-bid meeting.
Check addenda and bid forms for final listing.**

Fill out the required information on the bid form:

<u>BID PACKAGE #</u>	<u>BID PACKAGE DESCRIPTION</u>	<u>SUBCONTRACTOR / SUPPLIER CATEGORY TO BE LISTED ON BID FORM</u>
2-15-41-04A	Masonry	Masonry
2-15-41-07A	Roofing	Flat Roofing
2-15-41-08A	Glass, Glazing & Aluminum	Glass & Aluminum
2-15-41-09A	Acoustical Ceilings	Acoustical Ceilings
2-15-41-12A	Window Treatments	Window Treatments
2-15-41-14A	Elevator	Elevator
2-15-41-23A	Mechanical & Plumbing	Ductwork
2-15-41-26A	Electrical	Electrical

END OF SECTION 004350

SECTION 005200 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND
CONTRACTOR, CONSTRUCTION MANAGER AS ADVISER EDITION (AIA
132 – 2009; 11 PAGES)

END OF SECTION 005200

DRAFT AIA[®] Document A132[™] - 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«A Blanks»
« »
« »

The Construction Manager:
(Name, legal status, address and other information)

« »
« »
« »
« »

The Architect:
(Name, legal status, address and other information)

« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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2	THE WORK OF THIS CONTRACT
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of the Work**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ [« »] Stipulated Sum, in accordance with Section 4.2 below

☐ [« »] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

☐ [« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be « » (\$ « »), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
------	-----------

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

<< >>

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

<< >>

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

<< >>

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed <> percent (<> %) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

<< >>

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

<< >>

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

<< >>

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed <> percent (<> %) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed <> (\$ <>), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

« »

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item

Allowance

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the « » day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to « » percent (« » %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of « » percent (« » %) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;

- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

[« »] Litigation in a court of competent jurisdiction.

[« »] Other: *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

§ 8.3 The Owner's representative:
(Name, address and other information)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 8.4 The Contractor's representative:
(Name, address and other information)

<< >>
<< >>
<< >>
<< >>
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<< >>

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<< >>

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<< >>

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

« »

- .4 Other documents, if any, listed below:

(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

« »« »

(Printed name and title)

SECTION 005413 – SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR,
CONSTRUCTION MANAGER AS ADVISER EDITION A132-2009

The following supplements modify the “Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,” AIA Document A132-2009. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

“Provided that a valid Application for Payment is received by the Construction Manager that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment.”

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

"Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

8.5 Delete paragraph 8.5 in its entirety and replace with the following:

“The Contractor’s representative shall not be changed without ten days written notice to the Owner.”

END OF SECTION 005413

SECTION 006000 – PERFORMANCE BOND

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), in the amount of _____ (\$ _____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

(SEAL)

Name:

(Corporate Seal)

By: _____

Name:

Title:

END OF SECTION 006000

SECTION 006100 – PAYMENT BOND

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), in the amount of _____ (\$ _____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

_____	By: _____(SEAL)
Name:	Name:
(Corporate Seal)	Title:

SURETY

Name: _____

Witness or Attest: Address: _____

_____	By: _____(SEAL)
Name:	Name:
(Corporate Seal)	Title:

END OF SECTION 006100

SECTION 006200 – APPLICATION & CERTIFICATE FOR PAYMENT (AIA G732 – 2009; 1 PAGE)

END OF SECTION 006200

DRAFT AIA® Document G732™ - 2009

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER:	PROJECT:	A Blanks	APPLICATION NO:	001	DISTRIBUTION TO:
			PERIOD TO:		OWNER
FROM	VIA CONSTRUCTION		CONTRACT DATE:		CONSTRUCTION MANAGER
CONTRACTOR:	MANAGER:		PROJECT NOS:	/ /	ARCHITECT
	VIA ARCHITECT:				CONTRACTOR
					FIELD

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. NET CHANGES IN THE WORK.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work	
(Column D + E on G703: \$0.00) =	\$0.00
b. 0 % of Stored Material	
(Column F on G703: \$0.00) =	\$0.00
Total Retainage (Lines 5a + 5b, or Total in Column I on G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$0.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this month including Construction Change Directives	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES IN THE WORK		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before

me this _____ day of _____

Notary Public: _____

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SECTION 006250 – CONTINUATION SHEET FOR G702 (AIA G703 – 1992; 1 PAGE)

END OF SECTION 006250

SECTION 007000 – GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION
(AIA 232 – 2009; 43 PAGES)

END OF SECTION 007000

DRAFT AIA[®] Document A232[™] - 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

<< >>
<< >>

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

<< >>< >>
<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>
<< >>

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and

Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at

appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar

required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.19 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the

Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for

Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques,

sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor

Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly

employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is not due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's

consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 **Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the

Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and

(2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

SECTION 007300 – SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT

SUPPLEMENTARY GENERAL CONDITIONS A232-2009

The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A232-2009. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL PROVISIONS**1.1 BASIC DEFINITIONS****1.1.1 THE CONTRACT DOCUMENTS**

Delete the last sentence in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect’s interpretation.

1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.5.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect’s consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. .”

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the last sentence in this paragraph.

2.2.3 Add the following sentence:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

2.2.5 Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Delete the third sentence in Paragraph 3.2.4.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

- 3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will warrant all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Acceptance by the Owner, and will maintain all items in condition that conforms with the Contract Documents during the period of warranty.
- 3.5.2 Non-conforming work during the period of warranty will be corrected by the Contractor at its expense upon demand of the Owner, it being required that the Work conforms to the Contract Documents at the expiration of the warranty period.
- 3.5.3 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the one year as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

- 3.17 In the second sentence of the paragraph, insert “indemnify and” between “shall” and “hold”.

ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER**4.1 General**

- 4.1.2 Insert “As required by law,” at the beginning of the first sentence.

4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.10 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.10 and replace with the following:

The Architect’s action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner’s professional judgment to permit adequate review.

Add the following to Paragraph 4.2.16:

There will be no full-time project representative provided by the Owner or Architect on this project.

Add to Paragraph 4.2.19 “and in compliance with all applicable codes, regulations and ordinances.” to the end of the sentence.

ARTICLE 5: SUBCONTRACTORS**5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

Delete Paragraph 5.2.3 in its entirety and replace with the following:

- 5.2.3 If the Owner, Architect or Construction Manager has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Architect or Construction Manager has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

Delete Paragraph 6.1.3 in its entirety and replace with the following:

“When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Constructor who executes each separate Owner-Contractor Agreement.”

6.2 MUTUAL RESPONSIBILITY

- 6.2.3 In the second sentence, strike the word “shall” and insert the word “may”.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME**8.2 PROGRESS AND COMPLETION**

Add the following Paragraphs:

- 8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.
- 8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike “arbitration” and insert “remedies at law or in equity”.

Add the following Paragraph:

- 8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

- 8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor’s sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

- 8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive its rights under the Contract.
- 8.3.5 The parties agree that Paragraph 8.3.3 of the Supplementary General Conditions does not apply to the Construction Manager in the event of a delay caused by a party other than the Construction Manager.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

- 9.2.1 The Schedule of Values shall be submitted using AIA Document G732, Continuation Sheet G703.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

- 9.3.1.3 Application for Payment shall be submitted on AIA Document G732 “Application and Certificate for Payment, Construction Manager as Adviser Edition”, supported by AIA Document G703. Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

9.6.1 After the Architect and the Construction Manager have approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

9.7 FAILURE OF PAYMENT

In first sentence, strike the first reference to "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

9.8 SUBSTANTIAL COMPLETION

9.8.5 In the second sentence, strike "shall" and insert "may".

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS**11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

Delete Paragraph 11.3 and its subparagraphs in their entirety and replace with the following:

11.3 The Owner will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Add the following sentence: "The bonds will conform to those forms approved by the Office of Management and Budget."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**12.2.2 AFTER SUBSTANTIAL COMPLETION**

Add the following Paragraph:

12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

12.2.2.2 Strike “one” and insert “two”.

12.2.2.3 Strike “one” and insert “two”.

12.2.5 In second sentence, strike “one” and insert “two”.

ARTICLE 13: MISCELLANEOUS PROVISIONS**13.1 GOVERNING LAW**

Strike “except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.”

Insert “except that, if the parties have selected arbitration as the method of dispute resolution, the Delaware Arbitration Act, 10 Del. C. §5701, shall govern Section 15.4.”

13.6 INTEREST

Strike “the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.” Insert “30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

- 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

ARTICLE 15: CLAIMS AND DISPUTES

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 and its subparagraphs in their entirety.

15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

- 15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

- 15.3.1 Strike "binding dispute resolution" and insert "any or all remedies at law or in equity".

15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,". Also strike "binding dispute resolution" and insert "remedies at law and in equity".

15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT

SECTION 007350 – GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL**1.1 CONTRACT DOCUMENTS**

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

- 3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.
- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

- 4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

- 4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgment to be confessed upon the bond.

- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS**5.1 SUBCONTRACTING REQUIREMENTS**

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

- A. Is unqualified to perform the work required;
- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed \$10,000

5.3 ASBESTOS ABATEMENT

- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."
- 8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the

Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record.”

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor’s failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor’s retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor’s failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor’s retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the “presentment” (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
- 11.7.1 Contractor's Contractual Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|---|---|
| Bodily Injury | \$500,000
\$1,000,000
\$1,000,000 | for each person
for each occurrence
aggregate |
| Property Damage | \$500,000
\$1,000,000 | for each occurrence
aggregate |
- 11.7.2 Contractor's Protective Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|---|---|
| Bodily Injury | \$500,000
\$1,000,000
\$1,000,000 | for each person
for each occurrence
aggregate |
| Property Damage | \$500,000
\$500,000 | for each occurrence
aggregate |

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.2 DIMENSIONS

- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

- 13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

- 13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 “If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

END OF SECTION 007350

SECTION 007400 – DELAWARE PREVAILING WAGE RATES & REPORTING FORM

ATTACHMENTS:

1. Delaware Department of Labor Payroll Report Form
2. Delaware Department of Labor Prevailing Wage Rates for Building Construction
 - Included by Reference: The State of Delaware Prevailing Wage Rate Regulations. A copy is available from the Department of Labor by calling 302-761-8200 or online on the State of Delaware's website. Contractors are required to abide by all requirements issued by the State relating to prevailing wage regulations.
 - Contractors are required to submit payroll reports to the Department of Labor. Refer to the State Prevailing Wage regulations and the instructions to bidders section 00200 Article 4.5.

END OF SECTION 007400

[illegible]

DATE _____

I, _____
(Name of signatory party) (Title)

do hereby state:

1. That I pay or supervise the payment of persons employed by

_____ on the
(Contractor or Subcontractor)

(public project)

that during the payroll period commencing on the _____ day of

_____, 20_____ and ending on the _____ day of

_____, 20_____ all persons employed on said project

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of the contractor or subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the prevailing wage regulations of the State of Delaware.

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, and that the worksite ratio of apprentices to mechanics does not exceed the ratio permitted by the prevailing wage regulations of the State of Delaware.

List only those fringe benefits:

For which the employer has paid; and
Which have been used to offset the full prevailing wage rate.

(See Delaware Prevailing Wage Regulations for explanation of how hourly value of benefits is to be computed.)

HOURLY COST OF BENEFITS							
(List in same order shown on front of record)							
Employee							
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief. I realize that making a false statement under oath is a crime in State of Delaware

Signature

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

THIS _____ DAY OF _____, A.D. 20_____.

Notary Public

An employer who fails to submit sworn payroll information to the Department of Labor weekly shall be subject to fines of \$1,000.00 and \$5,000. for each violation.

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 451-3423

Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

Located at:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2015

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	39.67	33.22	48.83
BRICKLAYERS	49.39	49.39	49.39
CARPENTERS	51.86	51.86	41.22
CEMENT FINISHERS	69.27	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	63.60	63.60	37.29
ELEVATOR CONSTRUCTORS	80.31	40.93	30.55
GLAZIERS	67.35	67.35	20.15
INSULATORS	53.38	53.38	53.38
IRON WORKERS	60.12	60.12	60.12
LABORERS	40.95	40.95	40.95
MILLWRIGHTS	47.47	65.23	51.80
PAINTERS	43.04	44.94	44.94
PILEDRIERS	71.17	37.64	30.45
PLASTERERS	21.60	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	62.20	36.66	54.49
POWER EQUIPMENT OPERATORS	43.88	58.31	24.13
ROOFERS-COMPOSITION	21.82	20.45	17.63
ROOFERS-SHINGLE/SLATE/TILE	17.59	13.72	14.10
SHEET METAL WORKERS	47.05	64.16	64.16
SOFT FLOOR LAYERS	48.57	48.57	48.57
SPRINKLER FITTERS	53.52	53.52	53.52
TERRAZZO/MARBLE/TILE FNRS	54.11	52.50	45.45
TERRAZZO/MARBLE/TILE STRS	62.13	60.28	52.63
TRUCK DRIVERS	24.43	26.64	20.03

CERTIFIED: 3/16/15

BY: 
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: Dickinson High School Renovations, New Castle County

SECTION 01 10 00 - SUMMARY**PART 1 GENERAL****1.01 PROJECT**

- A. Project Name: Your Project Name.
- B. Owner's Name: Red Clay Consolidated School District - Division of Facilities Management - _____
- C. The Project consists of the _____ of _____.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Division 0 - Procurement and Contract Requirements).

1.03 DESCRIPTION OF WORK

- A. Plumbing: Restore existing system and equipment to operational condition.
- B. HVAC: Alter existing and add new construction.
- C. Electrical Power and Lighting: Restore existing system and equipment to operational condition.
- D. Fire Suppression Sprinklers: Restore existing system and equipment to operational condition.
- E. Fire Alarm: Restore existing system and equipment to operational condition.
- F. Telephone: Restore existing system and equipment to operational condition.
- G. _____: Alter existing system and add new construction, keeping existing in operation.

1.04 OWNER OCCUPANCY

- A. Red Clay Consolidated School District - Division of Facilities Management intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Red Clay Consolidated School District - Division of Facilities Management intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Red Clay Consolidated School District - Division of Facilities Management to minimize conflict and to facilitate continuation of normal Red Clay Consolidated School District - Division of Facilities Management's operations.
- D. Schedule the Work to accommodate Red Clay Consolidated School District - Division of Facilities Management occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Provide access to and from site as required by law and by Red Clay Consolidated School District - Division of Facilities Management:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code clear and open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- B. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Red Clay Consolidated School District - Division of Facilities Management and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED****END OF SECTION**

SECTION 011200– SUMMARY OF CONTRACTS / SCOPES OF WORK

Bid Packages: The following is a list of Bid Packages for the RCCSD – William F. Cooke Elementary School:

UNIT OF WORK #	TITLE	BRIEF DESCRIPTION (See Specific Scope for full Description)
01A	General Scope of Work	General Scope of Work Applicable to All Trades
03A	Concrete	Structural concrete footings and slabs
04A	Masonry	Interior CMU, exterior CMU, brick veneer, stone veneer
05A	Steel	Structural steel and miscellaneous metals
06A	Carpentry	Doors, frames and hardware, window blocking, wood trim, miscellaneous specialties
07A	Roofing	Metal roofing, flat roofing, roof insulation, roof blocking, copings, fascia, gutters and downspouts
07B	Caulking	Interior and exterior caulking
07C	Metal Panels	Insulated metal panels, corrugated metal panels, flat metal panels
07D	Spray Foam Insulation	Spray foam insulation
08A	Glass and glazing	Aluminum storefront and curtainwall
09A	Studs & Drywall	Exterior stud framing and sheathing, interior framing and drywall, in-wall blocking, drywall ceilings
09B	Ceilings	Acoustical ceilings, acoustical wall panels, acoustical ceiling panels
09C	Flooring	Resilient flooring, carpet, resilient base and ceramic tile
09D	Painting	Interior and exterior painting
09E	Epoxy Flooring	Resinous flooring and base
11A	Kitchen Equipment	Kitchen Equipment
11B	Gym Equipment	Gym equipment, operable partition, miscellaneous equipment
12A	Casework	Casework and countertops
12B	Window Treatments	Window treatments
14A	Elevator	Elevator
21A	Fire Protection	Fire protection piping and equipment
23A	Mechanical and Plumbing	Plumbing, HVAC, ductwork, insulation, ATC
23B	Testing and Balancing	Air and water balancing
26A	Electrical	Power, lighting, site electric, special systems
31A	Sitework	Sitework, grading, paving, utilities, site concrete, DelDOT improvements, site furnishings
31B	Landscaping	Trees and plantings

Request for clarifications: Direct all questions or concerns in writing to:
The Whiting-Turner Contracting Co., Construction Manager, Attention: Frank Lerro
via fax 302-292-0683 or email, frank.lerro@whiting-turner.com.
All responses will be in the form of an Addendum.

END OF SECTION 011200

(ATTACHMENTS FOLLOW – GENERAL SCOPE AND SPECIFIC SCOPES OF WORK)

SECTION 011200-01A – GENERAL SCOPE OF WORK

All work is to be done in accordance with the Contract Documents, including the drawings and the specifications, this scope of work, and all addenda if any. Each trade must comply fully with all sections of the Division 1 general requirements.

This scope is intended as a reference to assist in the bidding process. The Contractor is responsible for all labor, material, tools, equipment, hoisting, storage, layout, incidental work, and associated services necessary to fully complete all of the work described and shown in the Contract Documents. This contractor is responsible to review and include all items in their attached specific scope of work and to also review the work of other trades.

This work includes but is not limited to:

1. All bidders are required to provide 10% bid bond for each bid package submitted.
2. All contractors are required to provide 100% payment and performance bonds for their contract.
3. All contractor employees will be required to sign-in each day on the jobsite.
4. Work hours are 7:00 am to 3:30 pm. All contractors are required to work minimum 5 days per week, 8 hours per day. If day(s) are lost during the work week, all contractors are required to work Saturdays to make up for all lost days at no added cost.
5. Each contractor, upon award, is to forward budget costs for each individual item of work, in s.f. or l.f. costs for accounting only. A list will be forwarded to each sub from Whiting-Turner.
6. Each foreman is required to complete daily field reports and turn them into WT daily. This report states where and what work was performed. Failure to submit reports on a daily basis may delay contractor payment.
7. All deliveries must be scheduled in advance with Whiting-Turner. Major deliveries, those that may impact or disrupt the work of other trades, require seven (7) days notice to WT. Minor deliveries require two (2) days notice to WT. WT shall coordinate storage locations for all deliveries.
8. This contractor will execute an AIA contract with no changes.
9. All contractor employees will meet with the WT Superintendent for a short safety orientation upon starting their work on site. All contractor employees are required to attend this orientation.
10. The foreman and project manager will need to meet with the superintendent for a “pre-start” job meeting.
11. This contractor is responsible for all existing site conditions in existence as of the bid due date. These conditions may not be identified on the drawings or in this scope of work. Examine prior to the bid.
12. All contractors are required to perform all layout required for their work.
13. No gasoline-powered equipment can be used at any time within buildings. All equipment you plan to use must be reviewed with the Superintendent for safety concerns.
14. MSDS must be forwarded prior to starting work. No chemicals can be used at any time without properly reviewing them with WT first.
15. All contractors are required to perform any necessary dewatering in order to complete their work.
16. All subcontractors are responsible for daily cleanup of their debris to the jobsite dumpster. This means that no trash or excess construction materials can be left on site or in buildings at the end of the day.
17. The Construction Manager will supply a dumpster for the work, except as noted in the specific scopes of work. The contractor is responsible for placing debris in the dumpster.
18. Storage space will be limited. Materials and gang boxes cannot be in the way of other trades, traffic, fire lanes, access, etc. Review location and requirements with WT. Provide storage trailers or off site storage when necessary.
19. Furnish attic stock as required by the drawings, specifications, or the scope of work.

20. Jobsite security and security of materials, equipment, tools, etc. is the responsibility of each contractor.
21. Contractors are required to coordinate with other trades and with Whiting-Turner.
22. Contractors are required to comply with all safety regulations as required by OSHA, State of Delaware, Red Clay Consolidated School District, Whiting-Turner, and as noted in the specifications. Provide all safety devices necessary for your work.
23. All change order pricing must be accompanied by a labor and material breakdown and with subcontractor quotes.
24. Care must be taken to not mark or damage finished surfaces. Contractors will be backcharged or will need to pay for repairs to the work of others. Protect the owner's property.
25. Roof protection must be provided by any contractor working on top of the completed roof systems. Minimum protection required is 2" rigid insulation and 3/4" plywood.
26. All safety, barricades, floor opening protection, etc., installed by this contractor or by others is the responsibility of this contractor if moved or damaged by this contractor.
27. Provide all testing, guarantees, warranties, as-built drawings, O&M manuals, commissioning tests, close-out documentation, and start-up services necessary to put all work into first class operating condition per the contract documents including any final cleanup required.
28. As-built drawings must be maintained on the job-site and updated on a daily basis for review by Whiting-Turner. At contract completion, contractor must submit as-built drawings and O&M Manuals as required by specifications.
29. Owner training required by specifications. Training must be videotaped.
30. Where furnishing and installation of work is indicated by separate parties include:
 - Furnishing Party – delivery to jobsite including freight and taxes
 - Installing Party – receiving, unloading, inventory, storage, handling, and installation.
31. Core drilling, cutting & patching as required to perform work. Include restoration of surfaces to original condition if required. Cutting to be performed as to minimize patching.
32. Sealants, caulking, and firestopping integral with work.
33. Permit fees and licenses required for work, other than the building permit, shall be furnished by the contractor whose work requires such permits.
34. General temporary lighting, 120V power & water will be provided. Any contractor requiring temporary services above and beyond those noted shall provide the necessary temporary service required for their work. Refer to specific scopes of work for contractors that will be required to provide all temporary power and lighting for the duration of their work.
35. Each contractor shall provide scaffolding, hoists, lifts, cranes, and other means of access for own work.
36. Premium cost for shutdowns or any other off-hour work. All shutdowns must be scheduled at least two (2) weeks in advance.
37. Phasing and remobilization per the project schedule and as required to properly coordinate and complete the work.
38. Field measurements and verification of existing conditions.
39. Temporary weather and dust protection for own work.
40. Perform any snow removal for access to your work, beyond road areas normally maintained by State.
41. Compliance with local noise restrictions.
42. Temporary sheeting, shoring & bracing as required to perform this work. Engineering calculations/PE certifications if specified.
43. Submittals and mock-ups as specified.
44. Warranties as specified commencing on date of substantial completion.
45. Insurance as required by specifications. Maintain throughout project. Professional liability insurance for any design/engineering work.
46. All applicable sales, use & excise taxes.

47. Surface preparation and inspection for proper installation of the work. Include clean-up, etching, flash patching, moisture testing, etc. as required per specification and manufacturers instructions. Commencement of work shall constitute acceptance of the substrate as suitable for this work.
48. Sleeves, inserts, and anchors for this work.
49. Additional reinforcement/supports for this work which is not detailed on the architectural and structural drawings.
50. Comply with all Whiting-Turner and Owner Quality Control Program requirements for this work.
51. The contractor must have on site at all times during own work a supervisor or foreman responsible to coordinate the work with all other trades to meet the project schedule, to perform the work to meet the contract documents and to effectively communicate with the construction manager and other trades. The decision of that individual shall be binding upon the contractor.
52. Attendance at foreman meetings by the supervisor or foreman is mandatory.
53. Attendance at progress meetings by your project manager is mandatory. Meetings may be tape recorded.
54. After bids are received, contractors will need to attend a scope review meeting with Whiting-Turner, the Owner, and the Architect.
55. The successful contractor must forward Whiting-Turner a copy of their safety program.
56. During this project, hot work permits will need to be obtained from Whiting-Turner prior to proceeding with any such work on a daily basis.
57. All contractors are responsible for their work as shown on any and all drawings.
58. Each contractor must have a line item on their invoice schedule of values that allows 3% of the total contract amount for close-out documents (as-builts, warranties, operations and maintenance manuals, punchlists, etc.) in addition to 5% retention.
59. Building or site commissioning is to be performed separately from owner training.
60. All subcontractor foremen and project manager are required to remain as such throughout the duration of the project unless otherwise approved by WT and RCCSD.
61. The following documents will be required at project start-up and need to be submitted with-in two weeks of the notice to proceed:
 - A. Fully executed Contract.
 - B. Copy of State of DE Business License
 - C. Insurance Certificate indicating coverage and limits, as specified in Contract Documents.
 - D. Permits or permit filing receipts as required by the contract documents, New Castle County, State of Delaware or any other regulatory agencies having jurisdiction. (Building permit is by CM)
 - E. Payment Bond and Performance Bond
 - F. Emergency Telephone Numbers for project manager and foremen
 - G. MSDS Information
 - H. Attendance of Onsite Safety Orientation
 - I. Copy of Written Safety program and policy
 - J. List of all applicable labor rates
 - K. Detailed Schedule for the work
 - L. Schedule of Values for invoicing
 - M. Subcontractor List
 - N. Supplier List
62. The following documents (other than submittals) will be required prior to billing for the close-out documents.
 - A. Signed-off copy of the punchlist.
 - B. Attic stock delivery confirmation (if required by the specifications)
 - C. As-built Drawings
 - D. Testing Reports and/or Equipment Start-up reports
 - E. Operation and Maintenance Manuals

- F. Owner Training Sessions & video tapes as specified.
- G. Standard Guarantee/Warranty for this Trade Contractor and subcontractors (attached)
- H. Specific Warranties from individual suppliers or manufacturers
- I. Affidavit that all taxes have been paid
- J. AIA Document G706 – Affidavit of Payment of Debts and Claims (Original available from AIA)
- K. AIA Document G706A – Affidavit of Release of Liens (Original available from AIA)
 - Complete and attach the ‘Trade Contractor’s Final Release and Affidavit’
 - Complete and attach the ‘Final Waiver and Release for Second Tier subcontractors and suppliers’ (1 needed from each subcontractor / supplier utilized.)
- L. AIA Document G707, Consent of Surety of Final Payment (Original available from AIA)

END OF SECTION 011200-01A

SECTION 011200-04A – SPECIFIC SCOPE OF WORK –MASONRY

SPECIFIC SCOPE – MASONRY:

- A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.
- B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS

Prepared by Becker Morgan Group, dated April 15, 2015:

Volume 1: Divisions 00 – 01

Volume 2: Divisions 02 – 14

Volume 3: Divisions 21 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note “As Applicable” follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
033000	Cast In Place Concrete	As Applicable
042000	Unit Masonry	In Its Entirety
Division 05	Metals	As Applicable
071113	Bituminous Damproofing	In Its Entirety
072100	Thermal Insulation	As Applicable
072110	Insulation Air Barrier System	As Applicable
076200	Flashing and Sheet Metal	As Applicable
079200	Joint Sealants	As Applicable
079500	Expansion Control	As Applicable
Division 21	Fire Protection	As Applicable
Division 22	Plumbing	As Applicable
Division 23	HVAC	As Applicable
Division 26	Electrical	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Provide all new masonry thru-wall flashings at locations indicated and as required for new roof system installation. Include brick removal necessary to install new flashing. Coordinate height of new flashing with roofing contractor. Patch locations with brick and mortar to match adjacent brick and mortar colors. Contractor may re-use demoed brick for patching at their discretion.

3. Provide masonry patching at head, jambs, and sills as shown for new window installations.
4. Provide the following masonry items including but not limited to: brick, accent brick, stone veneer, CMU (above and below grade), bond beams, pre-cast concrete lintels, pre-cast copings and sills, masonry flashings at CMU and brick locations.
5. Provide all necessary submittals: mortar mix designs, CMU, brick, stone samples, flashing, masonry accessories, etc.
6. Grout all CMU as required.
7. Provide all CMU bond beams and precast lintels as required at wall openings, door openings, mechanical and electrical penetrations. Grout all CMU as shown.
8. Install only loose steel angle lintels.
9. Provide labor and material to clean footings prior to CMU foundation wall work.
10. All interior CMU walls are to be constructed and tight to the underside of structure as required by partition types and details. Provide specified firesafing material and lateral supports as indicated at all locations where new masonry abuts structure or work by others.
11. Provide all dampproofing at CMU walls as indicated.
12. Provide all interior brick and stone as shown.
13. All masonry walls to be constructed to meet all fire ratings as shown. Provide fire-safing and fire sealants as required to meet UL listings indicated.
14. All walls to be constructed as detailed tight to structure/decking. Provide grouting as indicated at tops of walls.
15. Provide all scaffolding and hoisting as required to complete this work.
16. Review all drawings including structural, architectural, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with masonry.
17. Provide all rebar in masonry walls and foundation walls. Provide rebar set in masonry foundations walls that ties into concrete slabs. All exposed ends of rebar must be capped.
18. Provide all brick ties in CMU back-up walls and structural stud back-up walls. Coordinate installation of ties in stud back-up walls with drywall and spray foam contractors.
19. Provide all horizontal joint reinforcement as shown.
20. Provide all architectural control joints in masonry walls.
21. Provide all architectural expansion joints in masonry walls.
22. Furnish and install all brick ties at CMU back-up walls and at structural stud back-up walls.
23. Clean and protect all masonry prior to completion.
24. Provide plastic and plywood beneath all work areas to protect adjacent surfaces. Clean all mortar splatter, drippings, etc. from adjacent surfaces.
25. ALL saw cutting for masonry work is to be wet-cut.
26. Do not install finish masonry that is stained or discolored. Any stained or discolored masonry will be replaced.
27. Remove all excess material from site upon completion and as directed by construction manager. Restore all laydown and work areas upon completion.
28. Provide brick washing. Protect adjacent construction as needed.
29. Provide all mortar netting.
30. Grout all hollow metal frames in masonry walls.
31. Install all anchor bolts and bearing plates set in masonry.
32. Provide all masonry wall bracing as required.
33. Provide any supplemental, temporary water, power and lighting above and beyond temporary facilities described in specifications.
34. Provide temporary cold weather protection as required to complete the work as indicated in the project schedule.
35. Provide temporary heating as required to complete the work as indicated in the project schedule. Provide all additional safety measures as required due to any temporary heating.

36. Provide all mock-ups as required by specifications. Mock-ups will be used to approve materials and establish level of quality for the work.
37. Provide all weep holes, wicks, cavity drains and vents as shown. Keep weeps clean and clear during construction. Upon completion of walls sections, this contractor to perform water tests within cavity wall construction to ensure proper function of flashings and weep holes.
38. Provide toothing of masonry as needed to accommodate work of other trades and details.
39. Set sleeves in walls for pipe penetrations.
40. Install all masonry walls plumb, square and true, within tolerances in specifications.
41. Provide plywood below any work done on top of the roof structure. Including plywood for paths of travel for loading and delivering materials on the roof.
42. Provide layout for all masonry walls. Assist carpentry contractor with layout of hollow metal openings in masonry walls. Hollow metal frames to be set prior to CMU wall construction.
43. Review mechanical, plumbing, fire protections and electrical drawing to account for duct penetrations, pipe penetrations and conduit penetrations through new CMU walls. Install sleeves for all pipe and conduit penetrations. Construct openings for ductwork in CMU walls per layout provided by others. Provide all precast concrete lintels at duct penetrations. Lintels to be sized per lintel schedule.
44. ALTERNATE #1 – Provide all mechanical and plumbing work related to alternate #1 – Audion renovations.
45. ALTERNATE #2 – Provide all mechanical and plumbing work related to alternate #2 – New elevator.
46. ALTERNATE #3 – Provide all mechanical and plumbing work related to alternate #3 – Auditorium HVAC
47. ALTERNATE #4 – Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. Thru-wall flashing – Include in the base bid a \$40,000 allowance for thru-wall masonry flashing replacement. This allowance is for additional thru-wall masonry flashing replacement above and beyond work that is shown on the bid documents. This allowance to be utilized at the sole discretion of Whiting-Turner.

ALTERNATES

Provide all masonry work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

1. Provide new thru-wall masonry flashing, included brick removal and replacement for amounts up to 50 linear feet, per l.f.
2. Provide new thru-wall masonry flashing, included brick removal and replacement for amounts over 50 linear feet, per l.f.

SECTION 011200-07A – SPECIFIC SCOPE OF WORK – ROOFING

SPECIFIC SCOPE – ROOFING:

- A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.
- B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS

Prepared by Becker Morgan Group, dated April 15, 2015:

Volume 1: Divisions 00 – 01

Volume 2: Divisions 02 – 14

Volume 3: Divisions 21 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note “As Applicable” follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
053100	Steel Decking	As Applicable
061000	Rough Carpentry	As Applicable
072100	Thermal Insulation	As Applicable
074113	Standing Seam Roof Panels	In Its Entirety
074213	Metal Wall Panels	As Applicable
075323	EPDM Roofing	In Its Entirety
076200	Flashing and Sheet Metal	In Its Entirety
077200	Roof Accessories	In Its Entirety
079200	Joint Sealants	As Applicable
079500	Expansion Control	As Applicable
107316	Pre-Fabricated Canopy Systems	In Its Entirety
Division 22	Plumbing	As Applicable
Division 23	HVAC	As Applicable
Division 26	Electrical	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. This contractor shall provide all design, engineering and certifications as required for this work.

3. This contractor is required to review all drawings including Structural, Architectural Mechanical, Electrical, Plumbing, Fire Protection, and Food service prior to mobilization to site to identify all items that need to be embedded-in, penetrate or generally coordinated with roofing work.
4. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
5. This contractor shall be required to provide dumpsters and waste removal for their work during the execution of their work.
6. All trucks are required to clean their tires prior to leaving the project site.
7. This contractor is responsible for all fall protection and safety requirements associated with roof work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
8. Provide demolition of all existing roof assemblies complete, down to existing structural roof deck. Include demolition of canopy roofs.
9. Any areas of existing roof that are removed on a given workday, must be made water-tight at the end of the same workday.
10. Contractor shall NOT remove sections of roof that are identified to have asbestos-containing-materials. These areas of roofing will be removed by others. This contractor will be responsible to coordinate their work with the asbestos abatement contractor. Any areas of existing roof that are removed on a given workday by the asbestos abatement contractor, must be made water-tight at the end of the same workday by the roofing contractor.
11. Furnish and install the Ethylene-propylene-diene-monomer (EPDM) roof system. Obtain manufacturer's warranty for system.
12. Furnish and install, complete, entire roofing system including all accessories, but not limited to: insulation, cover board, membrane, flashing, termination bars, battens, miscellaneous fasteners, copings, gravel stops, walkpads, etc. Include new roof at canopies. The system is to be installed to meet the requirements of the Contract Documents and/or manufacturer's details; whichever is more stringent.
13. Provide structural deck replacement at locations noted on drawings.
14. At locations, where existing thru-wall flashings will be buried by new roofing AND new roofing membrane will be adhered to existing building wall, this contractor shall remove existing thru-wall flashing as necessary to ensure smooth and proper adherence of new roof membrane to existing building wall.
15. This contractor shall demo, remove and dispose of existing roof drains shown to be replaced. This contractor shall furnish and install new roof drain fixtures. Include connections to existing roof drain piping. Contractor to confirm with local jurisdiction if this work must be completed by a licensed plumber and comply with local jurisdiction requirements.
16. This contractor shall prepare all required information and materials and attend the required pre-installation conference, as per the Contract Documents.
17. This contractor shall provide all required inspections and warranties.
18. Furnish and install mock-up(s) as required by the Contract Documents. Mock-up(s) will not only be used to approve materials but to establish the quality for the entire project. Any area not conforming to the mock-up will be re-worked. In addition, the architect will inspect the first sections of completed work to develop a standard for the rest of the work. An exterior wall mock-up will be needed; review the Contract Documents for all other mock-ups required.
19. Field verify steel framing, curbs, and other conditions affecting this work and notify WT of any conflicts at least two (2) weeks prior to the start of this work. Commencement of this work will constitute acceptance of the condition by this contractor.
20. Furnish and install all sealants, mastics, and splicing cement associated with the work installed herein.
21. This contractor shall provide all sealants, caulking, etc. between the roof system and all adjacent building materials. Install as per the manufacturer's specifications and directions.

22. Furnish and install all roof blocking including but not limited to all top and bottom of the parapet, roof edge, and rooftop equipment curb blocking for all Mechanical/Electrical/Plumbing/Fire Protection equipment, etc. Include wood blocking as necessary to make the mechanical equipment level.
23. Furnish and install any blocking necessary for all roof accessories such as ladders, roof hatches, fall arrest, etc.
24. This contractor shall provide all roofing cant strips – including wood cant strips and any necessary brackets or installation hardware.
25. Furnish and install all flat and tapered roofing insulation.
26. Furnish and install all required vapor barriers as required within the roofing systems.
27. Furnish and install all metal fascias as indicated on the Contract Documents.
28. This contractor shall furnish and install all roof fascia plywood and/or blocking and roof edge blocking.
29. Furnish and install all flashing, both metal and membrane, associated with the roof installation. This includes but is not limited to, parapet coping and flashing, reglets, roof edge, counter-flashing (including those on curbs provided by others), gravel stops, etc. This Contractor is required to perform all required caulking of copings and flashings where called out on the Contract Documents.
30. This contractor shall coordinate with all architectural, mechanical, and electrical drawings and with related Contractors to determine the amount of roof penetrations and provide the proper flashing.
31. Furnish and install all pipe enclosure details including all flashings, sealants, fasteners, sheet metal enclosures, etc. for a complete system.
32. This contractor shall flash, seal, etc. all steel/mechanical/plumbing/electrical/accessory penetrations in the roof. Provide boots, pre-molded pipe seals and pitch pockets as necessary for each penetration.
33. Furnish and install the roof expansion joint system including but not limited to, plates, angles, tension bars, flashing, caps, fasteners, etc.
34. This contractor shall furnish and install all gutters, downspouts, and scuppers, complete.
35. Furnish and install all required splash blocks.
36. This contractor shall furnish and install all required roof treads and walkway pads as indicated in the Contract Documents, including any required 'slip sheeting' or other type of wear pad between the roof and roof treads per the manufacturer's requirements. Coordinate locations and extent with the mechanical drawings.
37. This contractor will perform water tests on the roof system as required by the Contract Documents and manufacturer's requirements.
38. This contractor shall insure that material and equipment loading do not exceed the allowable capacity. Verify loading requirements and limits with WT and the Contract Documents.
39. This contractor is responsible to protect all work in progress from rain or moisture on a daily basis.
40. This contractor shall protect all permanent roofing during execution of this work.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. Deck Replacement – Include in the base bid a \$35,000 allowance for structural roof deck replacement. This allowance is for additional deck replacements above and beyond work that is shown on the bid documents. This allowance to be utilized at the sole discretion of Whiting-Turner.
2. Laborer allowance – Include in the base bid a laborer allowance equivalent to 350 manhours. This allowance to be utilized at the sole discretion of Whiting-Turner.

ALTERNATES

Provide all roofing work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

1. Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts up to 50 square feet, per s.f.
2. Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts 51 – 100 square feet, per s.f.
3. Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts over 100 square feet, per s.f.
4. Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts up to 50 square feet, per s.f.
5. Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts 51 – 100 square feet, per s.f.
6. Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts over 100 square feet, per s.f.

SECTION 011200-08A – SPECIFIC SCOPE OF WORK – GLASS, GLAZING AND ALUMINUM

SPECIFIC SCOPE – GLASS, GLAZING AND ALUMINUM:

- A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.
- B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS

Prepared by Becker Morgan Group, dated April 15, 2015:

Volume 1: Divisions 00 – 01

Volume 2: Divisions 02 – 14

Volume 3: Divisions 21 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note “As Applicable” follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
042000	Unit Masonry	As Applicable
Division 05	Metals	As Applicable
072100	Thermal Insulation	As Applicable
072110	Insulating Air Barrier System	As Applicable
074213	Metal Wall Panels	As Applicable
074213.24	Aluminum Metal Plate Wall Panels	As Applicable
076200	Flashing and Sheet Metal	As Applicable
079200	Joint Sealants	As Applicable
084510	Translucent Wall Assemblies	In Its Entirety
087100	Door Hardware	As Applicable
088000	Glazing	In Its Entirety
088113	Decorative Glass Glazing	In Its Entirety
089119	Louvers	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. All trucks are required to clean their tires prior to leaving the project site.

4. This contractor shall be required to provide dumpsters and waste removal for their work during the execution of their work.
5. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
6. Provide and pay for all hoisting, rigging, scaffolding, shoring, equipment, etc. required to accomplish the work described herein.
7. Furnish and install mock-up(s) as required by the Contract Documents. Assume stand alone mock-up panels will be constructed based on areas selected on the building elevations. Mock-up(s) will not only be used to approve materials but to establish the quality for the entire project. Any area not conforming to the mock-up will be re-worked. In addition, the architect will inspect the first sections of completed work to develop a standard for the rest of the work. An exterior wall mock-up will be needed; review the Contract Documents for all other mock-ups required.
8. Shop drawings are to be completed and submitted to Whiting-Turner no later than four (2) weeks after award of contract. Shop drawings/submittals are to include design data that conform to the project specific performance requirements; reference Contract Documents for all performance requirements. Design data must be signed and sealed by a Professional Engineer registered in the State of Delaware.
9. This Contractor shall strictly adhere to the project schedule and/or durations respective to this scope of work and any change in construction sequencing as may be necessary for the overall benefit of the project.
10. Furnish and install complete aluminum curtainwall systems, aluminum storefront systems, windows, interior aluminum window systems, aluminum doors and other aluminum products; including but not limited to all interior aluminum frame window units, spandrel panels, louvers, window trim, break metal, hardware, shims, fasteners, clips and accessories required for a complete installation.
11. This contractor shall demo, remove and dispose of existing window and curtainwall systems. The intent shall be for the glass contractor to remove existing window and curtainwall systems immediately ahead of installation of new window and curtainwall systems. At areas of windows/curtainwall that are removed in a given workday, the new window/curtainwall system is to be installed in the same workday. At a minimum, areas that are removed in given workday, are to be made secure and water-tight by the end of the same workday. All temporary protection measures are to be completed by this contractor, to the satisfaction of the construction manager and the owner.
12. Furnish and install all aluminum entrance doors, interior and exterior, and door hardware as shown. Provide any required internal structural supports within framing members or door members.
13. All aluminum windows and doors are to be furnished with glazing as specified within the Contract Documents.
14. This contractor shall install furnish and install all hardware associated with the aluminum entrance systems. Power and low voltage wiring to electrical hardware components will be by the electrical contractor.
15. Provide all-prefinished aluminum materials as specified.
16. Furnish and install the aluminum finish trim for all systems furnished under this package.
17. Furnish and install screens on all operable windows as detailed on the Contract Documents.
18. This contractor shall furnish and install complete aluminum curtainwall systems, including all concrete/masonry embed, hardware, fasteners, sealants, accessories, etc. required for a complete installation.
19. This Contractor shall furnish and install ALL glass in aluminum AND hollow metal doorframes, hollow metal windows, hollow metal doors, and wood doors. This includes glass for all doors, doorframes, borrow lite frames, etc. Include specialty glazing types such as decorative glazing or obscure glass.
20. This contractor shall field verify all existing rough opening dimensions during the shop drawing review phase.

21. Furnish and install all steel required within storefront openings or within aluminum extrusions that might be necessary to support the storefront system and that meets the designed wind loading criteria.
22. This contractor shall furnish and install any necessary steel angles or clips required to attach the curtainwall or storefront system to the building steel. Include all engineering for connections by a Professional Engineer registered in the State of Delaware as required by the specifications.
23. Provide any supplemental framing that is required to properly support the work described herein but not shown on the drawings or specifically assigned to another trade contractor.
24. Furnish and install all flashing, drip edges, stop beads, jamb extensions, sills, stools, in frame insulation, weather stripping, etc. to ensure a water tight system.
25. Provide any required wood blocking or wood nailers necessary for a complete installation.
26. This contractor is responsible for providing all caulking or sealants integral to the aluminum storefront and/or window systems and exterior caulking to adjacent dissimilar materials (i.e. aluminum to masonry). Interior caulking shall be by the Caulking Contractor.
27. This contractor shall coordinate, pay for and/or perform all testing as required by the contract documents including but not limited to water spray testing and air infiltration testing.
28. Furnish and pay for all engineering, testing, certifications, site visits by manufacturer's representatives, etc. if required by the contract documents.
29. Coordinate with and make provisions for a security wiring and devices to be installed by others such as but not limited to reinforcement, raceways, cutouts, etc.
30. Include the necessary multiple mobilizations to the jobsite to facilitate the work per the project schedule.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. Curtainwall Allowance – Include in the base bid a \$45,000 allowance for curtainwall work. This allowance is for curtainwall work above and beyond work that is shown on the bid documents. This allowance to be utilized at the sole discretion of Whiting-Turner.
2. Laborer allowance – Include in the base bid a laborer allowance equivalent to 600 manhours. This allowance to be utilized at the sole discretion of Whiting-Turner.

ALTERNATES

Provide all glazing and aluminum work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-09A – SPECIFIC SCOPE OF WORK –CEILINGS

SPECIFIC SCOPE – CEILINGS:

- A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.
- B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS

Prepared by Becker Morgan Group, dated April 15, 2015:

Volume 1: Divisions 00 – 01

Volume 2: Divisions 02 – 14

Volume 3: Divisions 21 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note “As Applicable” follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
078413	Penetration Firestopping	As Applicable
079200	Joint Sealants	As Applicable
079500	Expansion Control	As Applicable
092900	Gypsum Board	As Applicable
095113	Acoustical Panel Ceilings	In Its Entirety
098413	Fabric Wrapped Acoustical Wall Panels	In Its Entirety
Division 21	Fire Protection	As Applicable
Division 22	Plumbing	As Applicable
Division 23	HVAC	As Applicable
Division 26	Electrical	As Applicable
Division 27	Communication	As Applicable
Division 28	Electronic Safety and Security	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. All trucks are required to clean their tires prior to leaving the project site.

4. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
5. This contractor is required to review all drawings including Structural, Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Equipment and Telecommunications prior to mobilization to site to identify all items that need to be embedded-in, penetrate, or generally coordinated with this package.
6. Demo, store, protect and re-install all existing acoustical ceiling systems, complete, per the contract drawings and specifications, including but not limited to grid, hanger wire, fasteners, tile and accessories.
7. Furnish and install all acoustical ceiling systems, complete, per the contract drawings and specifications, including but not limited to grid, hanger wire, fasteners, tile and accessories.
8. Demo and remove existing ceiling systems as shown.
9. Coordinate ceiling grid and wall angle systems with wall types. All work performed by this Contractor must be coordinated with other trades.
10. Include caulking of the ceiling grid angle to the drywall smoke partition walls where detailed.
11. This contractor shall assume that installations of the ceiling grid, cutting in of the perimeter tiles, and dropping in the full tiles are three separate activities that may not happen at the same time. Assume some of the tiles will be cut earlier than scheduled and turned over to the M/E/P/FP trades.
12. This contractor shall allow time to layout ceiling grid in each room before the Sprinkler Contractor can install their systems and piping. The sprinkler contractor will install all work after this contractor performs layout but before the installation of the grid.
13. Allow for a separate mobilization for and cut all ceiling tiles for the mechanical, electrical, plumbing and fire protection trades.
14. This contractor shall be responsible for touch-up painting of cut ceiling tile edges where exposed.
15. Prior to installing any ceiling tile, this contractor shall verify that air and surface temperature, moisture, and humidity conditions are suitable for the installation of this work. Provide documentation stating this with daily reports.
16. Furnish and install expansion and control joints in ceiling or wall construction integral with this work.
17. Furnish and install any custom metal break shapes as required or noted on the drawings that are integral to the ceiling system.
18. Furnish and deliver attic stock as required per the contract documents.
19. ALTERNATE #1 – Provide all mechanical and plumbing work related to alternate #1 – Audion renovations.
20. ALTERNATE #2 – Provide all mechanical and plumbing work related to alternate #2 – New elevator.
21. ALTERNATE #3 – Provide all mechanical and plumbing work related to alternate #3 – Auditorium HVAC
22. ALTERNATE #4 – Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. Acoustical Ceiling Replacement – Include in the base bid a \$15,000 allowance for acoustical ceiling replacement. This allowance is for additional ceiling replacements above and beyond work that is shown on the bid documents. This allowance to be utilized at the sole discretion of Whiting-Turner.

ALTERNATES

Provide all acoustical ceiling work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

1. Provide new acoustical ceiling grid and tile to match existing corridors for amounts up to 100 square feet, per s.f.
2. Provide new acoustical ceiling grid and tile to match existing corridors for amounts over 100 square feet, per s.f.
3. Provide new acoustical ceiling grid and tile to match existing classrooms for amounts up to 100 square feet, per s.f.
4. Provide new acoustical ceiling grid and tile to match existing classrooms for amounts over 100 square feet, per s.f.

SECTION 011200-12A – SPECIFIC SCOPE OF WORK – WINDOW TREATMENTS

SPECIFIC SCOPE – WINDOW TREATMENTS:

- A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.
- B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS

Prepared by Becker Morgan Group, dated April 15, 2015:

Volume 1: Divisions 00 – 01

Volume 2: Divisions 02 – 14

Volume 3: Divisions 21 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note “As Applicable” follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
061000	Rough Carpentry	As Applicable
079200	Joint Sealants	As Applicable
122413	Roller Window Shades	In Its Entirety
Division 26	Electrical	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. All trucks are required to clean their tires prior to leaving the project site.
4. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
5. This contractor shall furnish and install all window treatments including all manually operated roller shades and all motorized roller shades as shown.
6. This contractor to field verify all existing opening dimensions.
7. Both manual and motorized roller shades must be from a single manufacturer per the specifications.
8. Provide all samples and mock-up assemblies as per the contract drawings and specifications.

9. This contractor shall furnish and install all accessories and components to provide a complete system. This includes but is not limited to all fasteners, brackets, pull chains, limit stops, chain-retainers, etc. for a complete and operational installation of the window treatments.
10. This contractor shall furnish and install all keyed control stations per the specifications.
11. This contractor shall field measure all roller shades to be installed and allow for clearances for operating hardware of roller shades and operable windows as well as all accessories and mounting components.
12. This contractor is responsible to coordinate sizes and locations of framing, blocking, furring, reinforcement, etc. to ensure that roller shades can be supported and installed as specified. Any support, miscellaneous angles, channels, hangers, etc. above and beyond that shown in the contract documents but required for the installation of this work is by this contractor.
13. This contractor shall furnish and install shims as required to install this work plumb and level.
14. This contractor shall furnish and install all caulking and/or sealants as required for a complete installation of items included in this scope of work.
15. This contractor is responsible for coordinating with the Electrical Contractor for the power requirements and locations of motors for motorized roller shades. All motors, controls, switches, internal wiring, etc. for a complete and operational system is by this contractor.
16. Furnish wiring diagrams and/or component instructions to the Electrical Contractor for coordination during Electrical rough-in prior to wall close-in.
17. This contractor shall perform all adjustments to operate every roller shade smoothly, easily, safely and free from binding or malfunction throughout the entire electrical range.
18. This contractor shall clean and protect roller shades per the manufacturer's recommendations after installation. This is to ensure that shades are without damage or deterioration at the time of Substantial Completion. Damaged roller shades shall be repaired or replaced in a manner acceptable to WT, the architect and the owner prior to turn over.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

None.

ALTERNATES

Provide all window treatment work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

SECTION 011200-14A – SPECIFIC SCOPE OF WORK –ELEVATOR

SPECIFIC SCOPE – ELEVATOR:

- A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.
- B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS

Prepared by Becker Morgan Group, dated April 15, 2015:

Volume 1: Divisions 00 – 01

Volume 2: Divisions 02 – 14

Volume 3: Divisions 21 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note “As Applicable” follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
033000	Cast-in-Place Concrete	As Applicable
055000	Metal Fabrications	As Applicable
142400	Hydraulic Elevators	In Its Entirety
Division 21	Fire Protection	As Applicable
Division 22	Plumbing	As Applicable
Division 23	HVAC	As Applicable
Division 26	Electrical	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Provide hydraulic elevator complete, including rails, guides, cabs, enclosure, platform, doors, frames, hoistway entrances, pumps, equipment wiring, piping, controls, and accessories for complete function assembly.
3. Provide demolition of existing elevator, elevator car, elevator machine, rails, frames, etc. Contractor to remove and properly dispose of all existing hydraulic oil from existing elevator equipment.
4. Provide full-time, on-site foreman to supervise work when contractor is on-site.
5. Provide and install elevator door sill angles. Include grouting of sill angles.
6. Coordinate installation of work with mechanical, fire protection and electrical contractors.

7. Prior to commencement of work, elevator contractor shall inspect hoistway, hoistway openings, pit and machine room to verify dimension and supporting structures. Elevator contractor shall notify Whiting-Turner of any dimension discrepancies.
8. Provide safety barricades and/or cables in and around the hoistway during construction of elevator.
9. Provide all permits and fees required. New Castle County building permit provided by Whiting-Turner. Provide final inspections and licensing.
10. Provide all required elevator signage.
11. Provide hoistway access on top of cab for work required by other contractors and final inspection.
12. Provide 3 days of operator time to allow mechanical, fire protection and electrical contractors into hoistway to complete their work.
13. Install elevator pit ladder.
14. Provide warranty and maintenance service as specified.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

None.

ALTERNATES

Provide all elevator work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-23A – SPECIFIC SCOPE OF WORK – MECHANICAL

SPECIFIC SCOPE – MECHANICAL:

- A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.
- B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS

Prepared by Becker Morgan Group, dated April 15, 2015:

Volume 1: Divisions 00 – 01

Volume 2: Divisions 02 – 14

Volume 3: Divisions 21 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note “As Applicable” follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 03	Concrete	As Applicable
Division 04	Masonry	As Applicable
Division 05	Metals	As Applicable
074113	Standing Seam Roof Panels	As Applicable
075323	EPDM Roofing	As Applicable
076200	Flashing and Sheet Metal	As Applicable
078413	Penetration Firestopping	As Applicable
079200	Joint Sealants	As Applicable
083113	Access Doors and Frames	As Applicable
089119	Fixed Louvers	In Its Entirety
114000	Food Service Equipment	As Applicable
123200	Manufacturer Wood Casework	As Applicable
142400	Hydraulic Elevator	As Applicable
Division 22 – All subsections	Plumbing	In Its Entirety
Division 23 – All subsections (except 230593)	HVAC	In Its Entirety
230593	Testing, Adjusting and Balancing for HVAC	As Applicable

Division 26 – All subsections	Electrical	In Its Entirety
312000	Earth Moving	As Applicable
312319	Dewatering	As Applicable
315000	Excavation Support and Protection	As Applicable
330500	Common Work Results for Utilities	As Applicable
334100	Storm Utility Drainage	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Provide all fall protection and safety measures required to complete this work.
3. Provide all mock-ups as required by specifications. Mock-ups will be used to approve materials and establish level of quality for the work.
4. Review all drawings including civil, structural, architectural, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with mechanical work.
5. Provide all warranties for material, equipment and labor as specified.
6. Demo and remove all existing exterior louvers located in existing curtainwall/window systems. Disconnect louver and outside air duct/sleeve from existing unit ventilator. This contractor to coordinate with glazing contractor to allow for removal of louver from the exterior.
7. Provide new OA duct/sleeve at existing unit ventilators.
8. Provide new exterior louvers in new curtainwall/window systems. Coordinate installation of new OA duct, sleeve, and louvers mounted in new curtainwall/window systems.
9. Disconnect and remove all existing finned tube radiator piping mounted directly to existing curtainwall/window framing at locations shown. Provide new valves as needed to minimize draining of entire hot water heating system. Review architectural drawings for full extent of this work.
10. Provide new finned tube radiator piping at new curtainwall/window systems as shown. Coordinate mounting requirements for new finned tube with glazing contractor. Review architectural drawings for full extent of this work.
11. Provide new rooftop equipment curbs for existing HVAC equipment as shown. Review architectural drawings for full extent of this work.
12. Disconnect and reconnect existing HVAC equipment piping and/or ductwork as required for equipment that must be raised for new roofing installation. Review architectural drawings for full extent of this work.
13. Provide new HVAC equipment, ductwork, piping, insulation, grilles, registers, diffusers, etc. for main office systems. Penetrations through existing partitions for piping and ductwork shall be made by this contractor.
14. Provide fire-stopping sealant for all penetrations at wall, floors and ceilings.
15. Field superintendent required on-site at all times contractor's forces or subcontractor's forces are working.
16. Provide access panels as required for concealed valves or devices. Access panel locations to be coordinated with construction manager.
17. Provide all permits and fees required. New Castle County building permit provided by Whiting-Turner.
18. Perform hydraulic tests for all systems. All tests to be witnessed by Whiting-Turner. Provide all testing documentation to Whiting-Turner.
19. Verify all required clearances for all equipment.
20. Provide all vibration isolation devices and thrust restraints for all equipment as specified.
21. Provide all cutting, patching, core drilling, sleeves and penetrations as required. Sleeve all penetrations at all walls and floorings. Provide sleeves to the appropriate contractors as required.

22. Provide and set sleeves in foundation walls for all utilities. Provide all below slab plumbing piping to a point 5' outside exterior walls. All final utility (water and sewer) connections by this contractor regardless of the sequence of the utility installation.
23. Provide all piping and duct insulation per specifications.
24. Perform flushing, testing and sterilizing of domestic water systems.
25. Provide complete plumbing system to include all domestic water piping, gas piping, valves, storm water piping, roof drains, floor drains, vent piping, plumbing fixtures, plumbing equipment, hose bibs, yard hydrants, hot water heaters, expansion tanks, circulator pumps, condensate pumps, mixing valves, gas regulators, etc.
26. Provide all vents and drains at high and low points in piping.
27. Provide all necessary items for complete HVAC system. Provide piping, equipment, sheet metal ductwork, KoolDuct, double-wall duct, fans, grilles, registers, diffusers, labels, tags, insulation, dampers, access doors and panels.
28. Provide access doors in ductwork as required.
29. All equipment used prior to final completion shall be serviced, inspected and cleaned prior to final completion and acceptance by owner.
30. Provide new filters in all equipment prior to final testing and balancing.
31. Provide all grilles and diffusers in walls and ceilings. Coordinate rough opening sizes with appropriate contractors.
32. All ductwork to be delivered to project clean with ends sealed. Upon completion of ductwork installation each day, open ends of duct to be sealed. If ductwork is found to be dirty, duct shall be cleaned by contractor.
33. Provide complete automatic temperature control system. Provide all conduit, wiring, control valves, dampers, sensors, computers, hardware, software, etc.
34. Provide all air and water balancing.
35. Provide start-up, testing and commissioning of all new equipment and systems as specified.
36. Perform all duct leakage testing per specifications. Submit testing procedures to construction manager.
37. Coordinate with electrical contractor to provide shutdown of necessary HVAC equipment upon activation of duct-mounted smoke detectors. Provide control wiring as required. Confirm proper operation with electrical contractor.
38. Provide all motor starters, disconnects, VFDs scheduled to be supplied with new equipment.
39. Verify electrical requirements for new mechanical and plumbing equipment matches the electrical drawings. Coordinate all power requirements with electrical contractor.
40. Provide scaffolding, rigging, hoisting, security and storage for this work.
41. Provide 5 days notice prior to shutdown of any system.
42. Provide all supports required for proper installation of this work.
43. Provide final cleaning of the interior of all new equipment.
44. Cut all metal decking as required for installation of ductwork, piping, equipment thru the roof and elevated floor slab.
45. Any floor penetration larger than four square inches must be identified, protected and if at all possible, formed in place with a styrofoam block out. Any floor penetration larger than one square foot must be reinforced with wire mesh by the concrete contractor. Any floor penetration larger than two feet per side requires rebar reinforcing by the concrete contractor. Develop a detail matrix of floor openings identifying size, service and an identifying number. Use styrofoam block outs for all cast in place floor openings. Use wood screw to secure them to the plywood form. Witness the pour in order to protect the opening. This includes pours that may be made on Saturday. After the pour, use the matrix to record that every blockout has been removed as soon as possible and is accounted for. Every single opening larger than four square inches is required to have 3/4" plywood cover, fastened to the deck and labeled "Fall Hazard. Do not remove. Opening number XXX". Protective covers removed as directed by Whiting-Turner.

46. Install duct smoke and heat detectors in ductwork. Devices provided by electrical contractor.
47. ALTERNATE #1 – Provide all mechanical and plumbing work related to alternate #1 – Audion renovations.
48. ALTERNATE #2 – Provide all mechanical and plumbing work related to alternate #2 – New elevator.
49. ALTERNATE #3 – Provide all mechanical and plumbing work related to alternate #3 – Auditorium HVAC
50. ALTERNATE #4 – Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. Mechanical/Plumbing Work – Include in the base bid a \$50,000 allowance for miscellaneous mechanical or plumbing work. This allowance is for additional mechanical or plumbing work above and beyond work that is shown on the bid documents. This allowance to be utilized at the sole discretion of Whiting-Turner.

ALTERNATES

Provide all mechanical work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

ALTERNATE NO. 4: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-26A – SPECIFIC SCOPE OF WORK – ELECTRICAL

SPECIFIC SCOPE – ELECTRICAL:

- A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.
- B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS

Prepared by Becker Morgan Group, dated April 15, 2015:

Volume 1: Divisions 00 – 01

Volume 2: Divisions 02 – 14

Volume 3: Divisions 21 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note “As Applicable” follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 03	Concrete	As Applicable
Division 04	Masonry	As Applicable
Division 05	Metals	As Applicable
Division 06	Wood, Plastics & Composites	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
Division 08	Openings	As Applicable
Division 09	Finishes	As Applicable
114000	Food Service Equipment	As Applicable
115213.19	Rear Projection Screens	As Applicable
142400	Hydraulic Elevators	As Applicable
Division 21 – All subsections	Fire Protection	As Applicable
Division 22 – All subsections	Plumbing	As Applicable
Division 23 – All subsections	HVAC	As Applicable
Division 26 – All subsections	Electrical	In Its Entirety
Division 27 –	Communication	In Its Entirety

All subsections		
Division 28 – All subsections	Electronic Safety and Security	In Its Entirety
312000	Earth Moving	As Applicable
312319	Dewatering	As Applicable
315000	Excavation Support and Protection	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Contractor will be responsible for maintaining, repairing, and installing all temporary lights, panels, and receptacles per CM direction. It is the CM's intent to power permanent panels as quickly as possible to allow temporary power to be demolished and all power to be distributed through the permanent panels. Temporary power will need to be distributed to ensure all trades can work with cords no longer than 100 ft. Lighting will be needed throughout the project interior and exterior and will need to be reworked as the job progresses. Temporary lighting outdoors will be of the halogen type and will surround the entire building. Interior lighting will be supported and checked daily for any repairs that are needed. Removal of ALL temporary electrical equipment will be the responsibility of this contractor. All temporary will be no less than OSHA requirements.
3. Provide temporary lighting on to meet OSHA standards. Light circuits are to be separate from power circuits. The lighting is to be controlled by labeled breakers or switches and by north and south portions of the building. Relocate the temporary lights to coordinate with the installation of partitions so that every room including closets or small storage areas have a minimum of one light.
4. When directed by the Construction Manager, remove the existing temporary electrical services that were installed by this contractor.
5. Review all drawings including civil, structural, architectural, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with electrical work.
6. Furnish and install all interior and exterior electrical power, lighting, fire alarm systems, special systems, and telephone and data communication systems.
7. Disconnect existing electrical wiring and devices as needed for curtainwall replacement. Contractor to verify if existing devices are active prior to disconnect.
8. Disconnect existing electrical device required for ceiling removal in main office area to allow for HVAC system installation.
9. Provide new power circuits for new HVAC equipment.
10. Disconnect and reconnect existing electrical equipment to allow for roof replacement.
11. Field superintendent required on-site at all times contractor's forces or subcontractor's forces are working.
12. Provide all shop drawings, submittals and mock-ups per specifications.
13. Provide warranties and guarantees as specified.
14. Provide all underground electrical utilities, conduit, wire, handoles, concrete, etc. for new incoming permanent electrical service, site lighting system, and telecommunication systems.
15. Provide all excavation and backfill for underground electrical utilities. Remove excess soil from site as required.
16. Sub-grade to be returned to original state after completion of electrical utility work.
17. Provide conduit and wire in all exposed ceiling spaces for power and lighting. MC cable, or equivalent, not acceptable in any exposed ceiling space.
18. Provide all interior and exterior concrete pads required for new electrical equipment.
19. Provide pull strings in all empty raceways.
20. Provide electrical inspections as required per construction manager schedule and as required for progress inspections.

21. Provide all telephone and data cabling, equipment, conduit, boxes, cable tray, racks, patch panels, backbone cabling, fiber optic cabling, wireless access points, etc. for complete telephone and data system.
22. Provide as-built drawings, O&M manuals and all other closeout documentation required by specifications.
23. Provide modifications to clock/speaker system as indicated.
24. Provide modifications to public address system as indicated.
25. Provide modifications to fire alarm system as indicated.
26. Provide any and all code-required work for fire alarm and electrical systems, if not shown on the project documents.
27. Provide any power and systems wiring to mechanical fire and/or smoke dampers.
28. Provide all grounding work as required.
29. Provide all grounding busbars and hardware as shown.
30. Provide 120V power to BAS system control panels.
31. Provide power wiring and low voltage wiring and connections for electrified doors and door hardware.
32. Provide power wiring and low voltage wiring and connections for complete operation of motorized window treatments.
33. All electrical penetrations in floors and walls to be fire-sealed as required.
34. Provide modifications to security and card access systems as indicated.
35. Provide final cleaning of all panels and electrical gear including interior of equipment.
36. Provide all permits and fees required. New Castle County building permit provided by Whiting-Turner.
37. Provide all labels and tags on devices, receptacles, junction boxes, and panels as required. Color code junction boxes and conduit as required by specifications.
38. Furnish and install motor starters, disconnects, and combination starters for all mechanical equipment that is not supplied with an integral device. Refer to equipment schedules.
39. All equipment used prior to final completion shall be serviced, inspected and cleaned prior to final completion and acceptance by owner.
40. Provide start-up, testing and commissioning of all new equipment and systems as specified.
41. Provide scaffolding, rigging, hoisting, security and storage for this work.
42. Provide 5 days notice prior to shutdown of any system.
43. Provide all supports required for proper installation of this work.
44. Provide final cleaning of the interior of all new equipment.
45. ALTERNATE #1 – Provide all electrical work related to alternate #1 – Audion renovations.
46. ALTERNATE #2 – Provide all electrical work related to alternate #2 – New elevator.
47. ALTERNATE #3 – Provide all electrical work related to alternate #3 – Auditorium HVAC.
48. ALTERNATE #4 – Provide all electrical work related to alternate #4 – Elevator service.
49. ALTERNATE #5 – Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. Electrical Work – Include in the base bid a \$50,000 allowance for miscellaneous electrical work. This allowance is for additional electrical work above and beyond work that is shown on the bid documents. This allowance to be utilized at the sole discretion of Whiting-Turner.

ALTERNATES

Provide all electrical work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE NO. 1: Provide Audion Classroom Renovations. Provide construction for classrooms at existing audion space as indicated on drawings, all disciplines.

ALTERNATE NO. 2: Provide new elevator and elevator shaft as indicated on drawings, all disciplines.

ALTERNATE NO. 3: Provide HVAC equipment replacement in Auditorium as indicated on drawings.

ALTERNATE NO. 4: Provide 480V electrical service to elevator machine room in lieu of 208V service.

ALTERNATE NO. 5: Provide work necessary to replace library RTU as indicated on drawings, all disciplines.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Audion Renovations

1. Base Bid: No construction activities at this location
2. Alternate 1: Renovate the existing Audion into 2 classrooms and a book storage room. Refer to drawings and specifications for details.

B. Alternate No. 2: New Elevator Addition

1. Base Bid: No construction activities at this location
2. Alternate 2: Provide new construction of elevator shaft and elevator machine room enclosure for installation of new elevator. Refer to drawings and specifications for details.

C. Alternate No. 3: Auditorium HVAC Equipment Replacement

1. Base Bid: No construction activities at this location
2. Alternate 3: Replace existing HVAC equipment as detailed on drawings and within specifications.

END OF SECTION 012300

SECTION 012500 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions" or comparable form.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Construction Manager are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Construction Manager.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

- C. Proposal Request Form: Use AIA Document G709 or approved comparable forms for Proposal Requests.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Construction Manager may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012550 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 012300 "Alternates" for products selected under an alternate.
 - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate Contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect,

- sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided for achieving LEED prerequisites and credits.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012550

SECTION 012650 – CHANGE ORDER REQUEST SUBMISSION FORMAT

The following is a general listing of requirements relating to change order work. Refer to the Contract, General Conditions, Supplementary Conditions, General Scope, and Specification for full requirements.

1. Refer to the Supplementary General Conditions for the Allowable overhead and profit Mark-ups.
2. Any proposed change order / request for the project must be submitted in the format example shown in this specification section.
3. All labor and material costs must be separated with their applicable mark-ups detailed.
4. Whiting-Turner, the Owner, or the Architect may request additional breakdown information, back-up, etc., at their discretion at any time.
5. Each price submitted must include the following:
 - a. Detailed description of the issue.
 - b. Location in the building.
 - c. Reason why it's extra
 - d. Drawing, Specification or other documentation references.
 - e. RFI reference
 - f. Submittal reference
 - g. WT price request reference
6. For price requests or time and material work, obtain approval from the Whiting-Turner project manager in writing prior to proceeding with the extra work.
7. Notify Whiting-Turner in writing immediately (with 24 hours) upon discovering an extra work issue.
8. Any work authorized to proceed on a time and material basis must have the T+M tickets signed daily by Whiting-Turner.
9. Extra work prices or unsigned T+M tickets forwarded after the work is completed will not be accepted.
10. For emergency work that may impact the schedule, verbal cost budgets must be submitted immediately. The work may be authorized to proceed at the Whiting-Turner project manager's and/or owner's discretion.
11. Return extra work price requests in 5 days. Finalize T+M tickets in 5 days.
12. Any item of extra work that cannot be agreed upon at a fixed price will be performed on a time and material basis that is not to exceed an agreed upon budget.

Labor Bill Rates & Change Request Submission Formats**A. Labor Billing Rate Calculation – Example**

Base Rate	\$17.40
Fringe Benefits *@% of base rate	<u>8.53</u>
Subtotal Rate	\$25.93
Insurance& taxes ** @% of subtotal rate	<u>9.07</u>
Subtotal - Labor Rate	\$35.00
Overhead & Profit @ 15%***	<u>5.25</u>
Total – Hourly Billing Rate	\$40.25

NOTE:

- * The fringe benefit includes health, welfare or retirement benefits, vacation, holiday or sick leave pay.
- ** The insurance and taxes include employer payment for unemployment insurance, worker's compensation, FICA, Bonds, Gross Receipts, etc.
- *** Allowable mark-up will decrease on a scale based on the total amount of the proposed change. Refer to the supplementary general conditions for additional information. This note is typical for all of the examples above and below.

B. Change Directive Calculation**1. Trade Contractor**

Labor Billing Rate\$35/hr x 50 hrs	\$1,750.00
Fee (overhead & profit) @15%***	<u>262.50</u>
Subtotal Labor	\$2,012.50
Material or Equipment	\$2,000.00
Fee (overhead & profit) @15%***	<u>300.00</u>
Subtotal Material	\$2,300.00
Total Costs	\$4,312.50

2. Subcontractor / Trade Contractor

Sub- Labor Billing Rate \$35/hr x 50hrs	\$1,750.00
Fee (sub overhead & profit) @15%***	<u>265.50</u>
Subtotal-Labor	\$2,012.50

Sub-Material or Equipment	\$2,000.00
Fee (sub overhead & profit) @15%***	<u>300.00</u>
Subtotal-Material	\$2,300.00

Total Costs-Subcontractor \$4,312.50

Fee payable to contractor	
Subcontractor Labor and Material	\$4,312.50
Contractor overhead & profit @ 5%	<u>215.62</u>

Total Costs \$4,528.12

3. Sub-Subcontractor / Subcontractor / Trade Contractor

Sub-subcon. Labor Billing Rate \$35/hr x 50hrs	\$1,750.00
Fee (overhead & profit) @15%***	<u>262.50</u>
Subtotal- Labor	\$2,012.50

Sub-subcon. Material or Equipment	\$2,000.00
Fee (overhead & profit) @15%***	<u>300.00</u>
Subtotal-Material	\$2,300.00

Total Costs – Sub-subcontractor \$4,312.50

Fee payable to Sub-Contractor	
Sub-subcontractor Labor and Material	\$4,312.50
Subcontractor overhead & profit @5%	<u>215.63</u>

Total Costs – Subcontractor \$4,528.13

Fee payable to Trade Contractor	
Subcontractor Labor and Material	\$4,528.13
Contractor overhead & profit @5%	<u>226.41</u>

Total Costs \$4,754.54

END OF SECTION 012650

SECTION 012900 – PAYMENT PROCEDURES

1. The following documents are included in section 006200:
 - A. AIA Document G732, Application and Certification for Payment, Construction Manager as Advisor Edition
 - B. AIA Document G703, Continuation Sheet
2. A **PENCIL** (Proof) copy of the proposed Application for Payment must be submitted by the 20TH of the month to the WT Project Manager.
3. Upon approval of the Pencil copy by the WT Project Manager, the **ORIGINAL** Application for Payment must be submitted by the 25TH of the month to:
The Whiting-Turner Contracting Company
131 Continental Drive, Suite 404
Newark, DE 19713.
Faxed copies are NOT acceptable.
4. Typical errors on invoice submissions are as follows. Please review this list prior to submitting your invoice. Invoices with errors will be returned. Typical errors:
 - A. AIA forms used must be the correct documents.
 - B. AIA forms must be original documents, not copies.
 - C. Invoice should reference the School District's Purchase Order number.
 - D. Math is incorrect.
 - E. Invoice is not notarized .
 - F. Schedule of Values needs to be approved in advance prior to submission of invoice. It should be broken down by phases, floors, areas, systems, materials, labor, allowances, alternates, etc.
 - G. Schedule of Values must list a line item for close-out documents: (As-Built, Warranties, Operations and Maintenance Manuals, Training Sessions, AIA close-out documents, etc.)
 - i. \$2,500 minimum, OR
 - ii. 1% of total contract amount, which ever is greater.
 - H. Retainage amount is incorrect. Should be 5%.
 - I. Amount billed does not match work in place on site (obtain WT's prior approval)
 - J. Invoice is addressed improperly, should be addressed to:
Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805
(But delivered to Whiting-Turner)
 - K. Insurance certificate has expired. Current insurance must be on file.
 - L. Trade Contractor's Partial Release of Liens not attached.
 - M. Invoice is billing for stored materials, copies of shipping receipts, invoices, and an insurance certificate for the building which houses the materials must be attached.
 - N. Invoice is billing for extra work that has not yet appeared on an AIA G701 Change Order.
 - O. Second tier Contractors / Suppliers Partial Release not attached .
 - P. Daily field reports or Safety meeting minutes have not been forwarded to the WT superintendent.
 - Q. Copies of Certified payroll reports have not been submitted.
 - R. Punchlist is not complete (applicable at end of project).
 - S. Close out documents not received or incomplete (applicable at end of project).

END OF SECTION 012900

PAYMENT PROCEDURES

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SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
- B. See Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.

1.3 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 - 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 - 3. Number of Copies: Submit three opaque copies of each submittal. Architect will return one copy.
 - 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.4 PROJECT MEETINGS

- A. General: Coordinate, schedule and conduct meetings and conferences at Project site with the Construction Manager.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Construction Manager, Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Construction Manager, Owner and Architect, within three days of the meeting.
- B. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Construction Manager and Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related requests for interpretations (RFIs).
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.

- j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- C. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Construction Manager, Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Provide digital and hard copies of the construction schedule to the Construction Manager on a monthly basis unless indicated otherwise within the Construction Documents.
 - b. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - c. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.

- 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Record the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013110 – PROJECT COORDINATION

1.01 PROJECT COORDINATION

- A. Every Trade Contractor shall be responsible for the coordination of the progress of their work with the progress of all other Trade Contractor's work.
- B. Inasmuch as Project completion within the time limit is dependent upon cooperation of those engaged therein, it is imperative that each Trade Contractor perform his work at such time and in such a manner as not to delay or otherwise interfere with work progress of other Trade Contractors. If any Trade Contractor's work depends upon proper execution or results of another Trade Contractor's work, the former shall inspect the work and report any defects therein to the Construction Manager.
- C. Trade Contractors shall afford each other every reasonable opportunity for installation of their work, and shall work in conjunction with each other in order to facilitate proper and intelligent execution of work.
- D. Plans are generally diagrammatic, and each Trade Contractor shall coordinate his work with the work of others, so that interference between mechanical and electrical work and architectural and structural work does not occur. Each Trade Contractor shall furnish and install offsets, bends, turns, and the like in connection with his work to avoid interference with work of other Trade Contractors, to conceal work where required, and to secure necessary clearance and access for operation and maintenance. In case of interference or lack of clearance and access, the Construction Manager will be notified immediately, and shall, in turn, notify the Architect. The Architect will decide which work shall be relocated, regardless of which was installed first.
- E. Systems Coordination Drawings
 - 1. Systems Coordination Drawings are required from the Mechanical, Electrical, Fire Protection, and General Trade Contractors with the lead role assigned to the Mechanical Trade Contractor.
 - 2. The Mechanical Trade Contractor shall prepare 1/4" = 1ft. scale Reproducible Systems Coordination Drawings for all areas with piping and ductwork. At critical areas of coordination (risers/shafts, mechanical, electrical and communications rooms), larger scale drawings may be required as determined by all Trade Contractors. Drawings to indicate spatial relationship of all HVAC piping and ductwork.
 - 3. The Mechanical Trade Contractor shall prepare and submit, to the Construction Manager, a regularly updated schedule indicating the development and review of these drawings with other Trade Contractors. The drawing development and review schedule must follow the project construction schedule.
 - 4. The Mechanical Trade Contractor shall provide the Reproducible Systems Coordination Drawings to other Trade Contractors for their input and review. The routing is as follows: HVAC, Fire Protection, Plumbing, Electrical, and General Works with the drawings being returned to the Mechanical (HVAC) Trade Contractor.

5. Each Trade Contractor will add the work of his Contract on the System Coordination Drawings to avoid interferences. All piping, equipment, light fixtures, sprinkler heads and in-ceiling equipment, such as rolling gates, must be shown on these drawings to include elevations and dimensions. Trade Contractors shall also consider future access for maintenance clearances required around equipment. If there are items on the systems coordination drawings which modify the design of the contract drawings, each Trade Contractor must highlight these areas by clouding, numbering, and referencing them to the affected contract drawings to allow proper review by each Trade Contractor and the Architect/Engineer.
6. Prior to forwarding the Systems Coordination Drawings to the next Trade Contractor, an approval stamp, initialed and dated, should be affixed by the reviewing Trade Contractor. This approval shall signify that the Trade Contractor will install his work accordingly.
7. During the Systems Coordination Drawing process, the Construction Manager will conduct regularly scheduled meetings. Each Trade Contractor is required to attend these meetings. The Construction Manager is responsible for recording and distributing meeting minutes to all Trade Contractor and the Architect/Engineer. The purpose of the meetings will be to review and discuss interferences and conflicts which required modifications to the Systems Coordination Drawings. All resolutions of interferences and conflicts which required modifications, shall be initialed by the appropriate Trade Contractors on the Systems Coordination Drawings. Conflicts that result after the coordination drawings are signed-off will be the responsibility of the Contractor who installed the work improperly. Coordination participants that fail to cooperate in the coordination Drawings effort, will be responsible for all costs incurred for adjustments to the work made necessary to accommodate installations. Coordination drawings shall be updated on a periodic basis and shall reflect all changes. At each meeting, the Trade Contractors will review and update the Systems Coordination Drawing Schedule.
8. Once reviewed and approved by each Trade Contractor, the Mechanical Trade Contractor will prepare the Final Reproducible Systems Coordination Drawings with the work of all trades included. Submit the Reproducible drawings along with five (5) prints to the Construction Manager who will forward to the Architect for his review.
9. The Mechanical Trade Contractor shall indicate any unresolved conflicts or interferences on the Systems Coordination Drawings. Those should be delineated by clouding, number and referencing to the affected contract drawings.
10. The Architect will review and return to the Construction Manager. The Construction Manager will distribute the number of drawings to the Trade Contractors for installation of their work.
11. The Systems Coordination Drawings DO NOT REPLACE ANY SHOP DRAWINGS FABRICATION AND LAYOUT DRAWINGS REQUIRED BY SPECIFICATION SECTIONS.

1.02 FIELD ENGINEERING**A. Inspection:**

1. Each Trade Contractor shall verify locations of survey control points prior to starting work. Promptly notify Construction Manager of any discrepancies discovered.
2. The Trade Contractor shall verify all measurements of the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings; any difference which may be found should be submitted to the Architect for consideration before proceeding with the work.

B. Survey Requirements: The Construction Manager shall secure a professional engineer or surveyor licensed in the State of Delaware to perform the following:

1. Verify grades, lines, levels, locations and dimensions as indicated. Report any errors or inconsistencies in the above, before commencing work.
2. Exercise care in laying out work to keep within lot and property lines. Be responsible for encroachments on rights or property of public or surrounding property owners.
3. Locate and layout building or facilities according to the drawings with respect to their location on property and elevation in relation to grade.
4. Provide and maintain well-built batter boards at corners (if applicable). Establish and safeguard benchmarks in at least two (2) widely separated places. As work progresses, establish benchmarks at each level. Give exact levels of various floors.
5. Maintain complete, accurate log of control and survey work as it progresses.

C. Construction Layout:

The Sitework Trade Contractor shall be responsible to perform the layout and elevations required to complete his work.

Each Trade Contractor shall layout the remainder of his own work and be responsible for all lines, levels, grades, elevations, and measurements.

1.03 TESTS**A. The Construction Manager has employed and will pay for the services of a testing agency to perform the following tests and inspection (field):**

Soil compaction
Concrete
Steel
Masonry

- B. Tests, other than those required by the Specifications to be performed by Construction Manager required by any law, ordinance, rule, regulation or order of any public authority having jurisdiction, shall be made at such time and in such manner as the public authority may require. Each Trade Contractor responsible for that Specification Section shall be solely responsible for such tests.
- C. Special tests may be ordered by the Architect in accordance with the General Conditions. Where specifications require testing by an independent testing laboratory, the Construction Manager shall be responsible for selection of the testing laboratory. The Construction Manager shall be responsible for the scheduling of all tests. Test reports should be given to the Construction Manager with copies for the Owner and Architect/Engineer.
- D. All costs of testing required by the Contract Documents shall be borne by the Trade Contractor except costs of special tests which shall be paid for as stipulated in the General Conditions or Specifications.

1.04 TRADE CONTRACTOR'S OBLIGATIONS

- A. The Trade Contractor must assume all risks and bear any loss occasioned by neglect or accident during the progress of the work until same shall have been completed and accepted by the Owner. The Trade Contractor agrees to indemnify, defend and save harmless the Owner, Architect, and Construction Manager from all suits and losses or injury to persons or property received or sustained from the Trade Contractor or his agents in the performance of the work under the progress of construction and make good all damage that may consequence the work herein specified. He must also assume all blame or loss by reason of neglect or violation of local or state laws, ordinances and regulations, encroachments upon neighbors, or from any other cause.
- B. The work, in every respect, shall be under the care of the Trade Contractor and at his risk. He shall properly safeguard against any or all injury or damage to the public, to any property, materials, or things, except where stipulated otherwise in the Specifications, and also be responsible for any such damage or injury from his undertaking of this work to any person or persons or thing connected therewith. He shall indemnify and save harmless the Owner, Architect, and Construction Manager from all claims, suits, damages, actions of law, in equity or otherwise (including the costs of defense thereof which shall be assumed by the Trade Contractor) or any kind whatsoever in connection with this work and agreement and shall, if required, show evidence of settlement of any such action before final payment is made hereunder by the Owner.

1.05 ALLOCATION OF WORK

- A. Sleeves, Hangers, and Inserts:
 - 1. Each Trade Contractor shall furnish sleeves and inserts required to accommodate his work, together with instructions regarding their placement and location in the structure. Sleeves and inserts shall be furnished promptly in accordance with the established construction schedule so that they may be built-in as construction progresses.

2. Trade Contractors to furnish all embeds, sleeves, inserts, etc., that are to be cast in concrete or built in masonry to the appropriate Trade Contractor for installation.
3. Each Trade Contractor shall furnish and install all hangers required to accommodate his work.

B. Chases and Recesses:

Each Trade Contractor shall provide all blockouts in his work shown on the Contract Documents and having either or both dimensions greater than 10". Any openings with dimensions smaller than 10" or not shown and required by Trade Contractor shall be the responsibility of the Trade Contractor to make provisions for. Each Trade Contractor shall provide chases and recesses as shown on the Contract Documents required to accommodate the work or the other Trade Contractors. It is the responsibility of the Trade Contractors requiring openings, chases, etc., of a Trade Contractor, to furnish information regarding the size and location promptly in accordance with the established construction schedule, so that they may be built-in as construction progresses and avoid delays. Failure to provide the information promptly will result in the responsible Trade Contractor incurring any costs associated with the delay.

Trade Contractors shall cooperate fully with each other in the performance of above work, as cutting and patching of new work is neither contemplated nor will it be tolerated.

C. Sealing of Penetrations:

Each Trade Contractor shall be responsible to seal his own penetrations in walls, floors, and ceilings, using fire resistant materials, as required, to achieve fire ratings as indicated.

D. Equipment Foundations:

The Concrete Contractor shall provide all foundations and housekeeping pads for equipment furnished under his contract and all interior/exterior foundations and housekeeping pads indicated on the Contract Documents (Architectural, Civil, Structural, Mechanical, Plumbing, and Electrical) for equipment provided by other Trade Contractors. All other foundations, equipment, and housekeeping pads not shown, but required, shall be by the Trade Contractor requiring the same.

Each Trade Contractor shall furnish anchor bolts and other accessories required to anchor his equipment in place, together with instructions regarding their placement and location in the foundation. Anchor bolts and other accessories shall be furnished promptly in accordance with the established construction schedule so that they may be built-in as construction progresses.

E. Roofing Penetrations:

All roofing work shall be performed by the Roofing Trade Contractor, including patching penetrations made by the Electrical, Plumbing, and HVAC Trade Contractors. Cutting of roof openings, structural reinforcement, roof curbs, and counterflashing, shall be provided and installed by each Trade Contractor whose work penetrates the roofing surface, including all additional blocking.

1.06 CORING, CUTTING AND PATCHING

A. Responsibility: A Trade Contractor requiring the cutting of openings in new work, or in the existing work installed by others shall have such openings cut and patched by the trade which installed the original work, and such cutting and patching shall be at the expense of the Trade Contractor requiring the opening.

B. Approval: Approval to do such cutting and patching shall be received from the Architect through the Construction Manager prior to proceeding with the work.

C. Inspection:

1. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
2. After uncovering, inspect conditions affecting performance of work.

D. Preparation:

Provide supports to assure structural integrity of surroundings, devices, and methods, to protect other portions of Project from damage.

Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

E. Performance:

Execute work by methods to avoid damage to other work and which provide proper surfaces to receive patching and finishing.

Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements and sight-exposed surfaces.

Restore work with new products in accordance with requirements to Contract Documents.

Fit work tightly to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

At penetrations of fire-rated wall, ceiling or floor construction, completely seal voids with fire-resistant materials as required to achieve fire-rating indicated.

Where fire protection materials are damaged or removed, reapply fire protection materials to achieve a rating equivalent to existing construction or as noted.

Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

F. Access Doors and Panels

Access doors and panels, SHOWN ON ANY DRAWING, shall be furnished and installed by the Drywall Contractor.

Access doors and panels, NOT SHOWN ON DRAWINGS, but required by the Specifications to access concealed valves, dampers, traps, devices, etc., shall be furnished by the Trade Contractor requiring the same for installation by the Drywall Contractor.

G. Final Cleaning

Final cleaning shall be performed by Construction Manager. Daily cleaning will be by the Trade Contractor(s) and their subcontractor(s).

END OF SECTION 013110

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Daily construction reports.
 - 4. Field condition reports.

1.2 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period and a copy of the digital file on CD.
- C. Daily Construction Reports: Submit two copies at weekly monthly intervals.
- D. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

1.3 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals to Construction Manager, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 4. Startup and Testing Time: Include not less than 10 days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work unless otherwise indicated. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 REPORTS

- A. Daily Construction Reports: Prepare and issue a daily construction report recording the following information concerning events at Project site to the Construction Manager:
 - 1. List of subcontractors at Project site.
 - 2. Equipment at Project site.
 - 3. Material deliveries.
 - 4. High and low temperatures and general weather conditions.
 - 5. Accidents.
 - 6. Stoppages, delays, shortages, and losses.
 - 7. Meter readings and similar recordings.
 - 8. Orders and requests of authorities having jurisdiction.
 - 9. Services connected and disconnected.
 - 10. Equipment or system tests and startups.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit to Construction Manager a detailed report. Submit with a request for interpretation on CSI Form 13.2A or comparable form approved by Architect. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule to Construction Manager one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Construction Manager, Architect and Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013210 – CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.1 Construction Schedule

1. The following John Dickinson High School Schedule is applicable to all bidders. The durations in the schedule are based on 5 day work weeks.
2. Milestone dates for school calendar:
 - a. April 3, 2015 – April 10, 2015: Spring break. No students in school.
 - b. June 2, 2015 – June 5, 2015: Early dismissal for students at 11:30am.
 - c. June 5, 2015: Last student day of school
 - d. August 17, 2015: First day for teachers
 - e. August 24, 2015: First day of school for students
 - f. December 21, 2015 – January 1, 2016: Winter break.
 - g. April 11, 2016 – April 15, 2016: Spring break.
 - h. June 6, 2016: Last student day of school.
 - i. August 24, 2016: First student day of school.
3. All work is generally scheduled to be completed during summer weeks only. Some items of work may be completed during the school year, with the following explicit instructions:
 - a. Curtainwall and window work is scheduled to be completed during the summer weeks of 2015 and 2016 only. If necessary, this work can be completed during the school year. Refer to attached glass phasing plan. Some work associated with curtainwall and window work completed during the school year, must be completed on a second-shift. Second shift work hours will be from 2:30pm to 10:30pm Monday thru Friday.
 - b. New HVAC work integral to the new curtainwall work, i.e. new finned tube radiator piping attached to the new curtainwall framing, shall be completed on second shift.
 - c. Any roofing work not completed during the summer weeks, MAY be completed during the school year, during a normal work shift, provided that the necessary work can be completed safely from the roof itself.
4. Liquidated damages of \$1,000 per day will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.
5. The Construction Schedule as approved by the Construction Manager and Owner will be an integral part of the Contract, and will establish interim work completion dates for the various activities.
6. The Construction Schedule may vary in accordance with construction conditions. Each Trade Contractor shall delay or expedite material and equipment deliveries, and modify the required labor forces to accommodate these varying conditions.
7. Work is to commence upon receipt of the Letter of Authorization to proceed.
8. Within fifteen (15) days after receipt of a "Letter of Authorization to proceed", each trade Contractor shall submit a detailed preliminary Construction Schedule to the Construction Manager. The schedule will include breakdowns of total man days of field labor into major categories of work, time estimates of various categories of work, and the crew size for each category.
9. Each Trade Contractor shall organize his Construction Schedule per Phase, Building, Area, and/or Floor as required by the Construction Manager.

10. The Construction Manager shall schedule a meeting with the Trade Contractor to receive the contents of each Trade Contractor's preliminary Construction Schedule, coordinate the sequence of work, and make all revisions required. The Construction Manager shall have the final authority concerning the sequence of work and durations of each activity. Each Trade Contractor shall revise his schedule in accordance with that meeting and submit his schedule to the Construction Manager for approval. The Construction Manager will then develop the Project Construction Schedule. Each Trade Contractor shall schedule and perform his work in accordance with the Construction Manager's Project Construction Schedule.
11. The Schedule shall be the basis for the dates to start and complete work for various portions of each contract, and to complete work (including changes) for the Project. It shall be the duty of the Trade Contractor to conform to the approved Schedule and to arrange his work in such a manner that it will be installed in accordance with the Schedule.
12. Each Trade Contractor shall submit two (2) copies of an updated Construction Schedule comparing the original schedule to actual work in progress and projected work along with the preliminary application for payment.
13. A representative of each Trade Contractor shall meet with the Construction Manager and furnish to him information necessary for such re-evaluating and updating and, if applicable, information with regard to changes in the work and the Trade Contractor's proposed effort to overcome any delays incurred.
14. Should any work not be started or completed within five (5) days of the stated scheduled date, the Construction Manager shall have the right to order the Trade Contractor to expedite start and completion of the work by whatever means the Construction Manager deems appropriate and necessary, without additional compensation to the Trade Contractor.
15. Should any work fall to ten (10) or more days behind schedule, the Construction Manager shall have the right to perform the work or have the work performed by whatever method the Construction Manager deem appropriate.
16. Costs incurred by the Construction Manager in connection with "maintaining the Construction Schedule" under this section shall be reimbursed to the Construction Manager by the Trade Contractor.
17. It is expressly understood and agreed that failure by the Construction Manager to exercise the option to either order the Trade Contractor to expedite work, or to expedite the work by other means, shall not be considered precedent-setting for any other activities.
18. The following Construction Schedule is critical to the successful completion of the Project and is an integral portion of the Construction Documents. The Construction Schedule may vary in accordance with the construction conditions. The Trade Contractor shall delay or expedite his material and equipment deliveries and modify the required work forces to accommodate these varying conditions. The attached schedule is a milestone schedule with durations that portions of the project must be completed in. A more detailed construction schedule will be generated after all contracts have been awarded. By submitting a bid, each Trade Contractor is acknowledging that they can complete this work within the durations outlined in the milestone schedule.
19. The schedule is of the essence on this project and each contractor is responsible for completion of its work in coordination with the work of all other contractors within the required sequence and time frame so that the established schedule is met. Each contractor agrees to provide sufficient labor crew size, equipment and/or work overtime, weekends, or shiftwork as necessary to meet the activity durations on this schedule.
20. The attached schedule includes "estimated" start dates for the construction activities. In the interest of the overall project, W-T reserves the right to alter the sequencing of activities in order to accommodate project conditions and/or Owner requirements. It is understood that the contractor shall be obligated to complete its activities within the specified duration regardless of the actual start date.

21. All submittals and shop drawings must be submitted within a minimum of **two (2) weeks** of the notice to proceed with this subcontract, or the dates indicated on the schedule or scope of work, whichever occurs first. All expediting of materials and equipment to meet this schedule is the responsibility of the contractor. Contractor to pay for any quick ship charges if necessary.
22. All work, or applicable portions of the work, shall be sufficiently complete for Owner's use and occupancy and all required approvals and permits for use and occupancy shall have been issued by the appropriate authorities by the established "Date of Substantial Completion" of the work, or applicable portion thereof.
23. All punchlist work and project closeout documentation shall be completed and approved by the Owner and Architect by the "Date of Final Completion": which shall be no later than 21 days after the Date of Substantial Completion. Any uncompleted punchlist items after this date will be completed by Whiting-Turner and backcharged to the appropriate contractor or vendor. Final invoices will not be processed until final completion of the work and certification of same by the Owner and Architect.
24. If a contractor misses any portion of a workday due to weather, manpower, or scheduling conflicts, they must make-up this lost time on Saturday of the same week. If two or more days are lost in the same work week, the contractor shall work the immediate Saturday and the Saturday(s) of the following week(s) to make up those lost days.
25. Sundays are not regular work days. Approval must be obtained from Whiting-Turner prior to working. It is expected that contractors will work Saturdays, Sundays, and overtime when days are lost during the week.
26. Failure to properly man the project during normal week days may result in charges for CM supervision on weekends, at the discretion of the CM.
27. The contractor must schedule their work forces to work on all available work at a given time. Therefore, if an area of the building is ready for the contractor's work to begin or continue, the contractor must have manpower onsite working. Contractors will not have the "entire" work area at one time.
28. Each contractor must request information or clarifications in a timely manner, at least two weeks prior to needing the information, so that the time required to receive the clarification does not impact the work. No delays will be accepted related to this issue.
29. Each contractor is required to include in their bid the necessary overtime costs if they are needed to meet the schedule durations in this section.

2.1 Time of Completion

1. The Trade Contractor shall commence work upon receipt of a Letter of Authorization to proceed from either Red Clay Consolidated School District or The Whiting-Turner Contracting Company.
2. All work shall be 100 percent (100%) complete and sequenced per the attached schedule unless agreed upon by the Construction Manager prior to the executing of the contract.
3. Work can be completed on Saturdays and Sundays and at extended hours during the week. The Owner shall not be responsible for additional costs for overtime.
4. Normal work hours shall be from 7:00 a.m. to 3:30 p.m., Monday to Friday, and 7:00 a.m. to 3:30 pm on Saturday, when applicable. Work may be completed beyond these hours, as approved by the Construction Manager.
5. Weather Delays: The project substantial completion date, shall only be adjusted due to weather conditions if there are delays above and beyond the following "Adverse Day" allowances based on a seven day work week:
 - A. January (12), February (10), March (5), April (5), May (4), June (2), July (4), August (3 days), September (4 days), October (3 days), November (2 days), and December (6 days).

These "Adverse Days" are based on the following reference: State of Delaware Department of Transportation's Standard: "763508 Project Control System."

- B. Delays requested due to weather must be related to the critical path activity as indicated on the Contractor's Project Schedule.
- C. Delays due to weather must be reported by the contractor on the day they occur in a written report.
- D. Any day lost during the week must be made up the same week by overtime and /or weekend work. If the weather is bad on the make-up day, the lost day must be made up the following week.
- E. The allowance days listed above carry over to the next month if they are not used. Therefore, if only 1 allowance day is used in November, there are (7) days in December. Therefore, there is a total of 60 allowance days in a year.

END OF SECTION 013210

(SCHEDULE ATTACHED)

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Project Website: Internet website, requiring user name and password for log in, used for the controlled transmission and exchange of project-related information and data including Requests for Information, Submittals, Field Bulletins, etc., between Owner, Contractor, Architect, and other authorized parties.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 1) Revisions shall be provided to Architect and Owner not less than once per month during the submittal process.
 - 2) Contractor may suspend revision of submittal schedule upon completion of required construction-phase submittals, but shall resume revisions at Architect's direction for close-out submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Submittal number.
 - b. Specification Section number.
 - c. Specification Section title.
 - d. Scheduled date for first submittal.
 - e. Scheduled date for Architect's final release or approval.
 - f. Description of the Work covered.
 - g. Name of subcontractor.
 - h. Submittal category: Action, informational.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals upon specific request of the Contractor.
1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD 2004, 2007, or 2010 DWG.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
 - d. Charges for digital data files shall be as described in the data licensing agreement, and shall be the responsibility of the Contractor requesting the files

- 1) Charge: \$200 per electronic file.
- e. Contractor shall follow the prescribed Digital Data File request procedure.
 - 1) Contractor shall inform Architect that digital data files will be requested, including information required for Architect to complete data licensing agreement.
 - a) Name of Contractor
 - b) Name and Title of Contractor's agent will sign form.
 - c) Email address and name of person to receive digital data files.
 - d) File Format: DWG 2004, DWG 2007, DWG 2010
 - e) List of drawings for which digital data files are being requested.
 - 2) Architect will provide data licensing agreement(s) to Contractor and indicated charges.
 - 3) Contractor shall sign data licensing agreement(s) and return to Architect along with payment for charges.
 - 4) Upon receipt of signed agreement(s) and payment for charges, Architect will convert files and send to Contractor through project website.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 15 days average for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days average for review of each resubmittal.
- D. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
 1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.

- a. File name shall use project identifier and Specification Section number followed by a dash and then a sequential number. Resubmittals shall include an alphabetic suffix.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number, including revision identifier.
 - j. Number and title of appropriate Specifications Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - 1) Submittal Number and Name
 - n. Other necessary identification
- E. Options: Identify options requiring selection by Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals
 1. **Deviations not explicitly noted on submittal and not explicitly approved by Architect, shall be considered disapproved regardless of whatever action is indicated for submittal.**
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Resubmittals: Make resubmittals in same form as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Project Web site specifically established for Project.
 - a. Architect will return annotated file.
 - b. Annotate and retain one copy of file as an electronic Project record document file.
 - c. At conclusion of project, provide one hard copy and one electronic copy of annotated electronic Project record document files.
 - 1) Assemble into three ring, D-style binders.
 - 2) Collate by specification section and submittal number.
 - 3) Provide tab dividers and label (number only) for each specification sheet.
 - 4) Within each specification section, pages may be printed single or double sided, up to two (2) submittal pages per side of 8 ½" x 11" printed sheet.
 - a) Large format and complex submittals shall be printed full size.
 - 5) Provide DVD or CD with annotated electronic files. Organize files into folders arranged by MasterFormat 2011 Divisions, as used in the Project Manual. Provide printed labels, identifying disc contents. Assemble DVD(s) or CD(s) in binder in CD binder sheets.
 2. Paper Copies of Submittals: Only where specifically indicated in technical specification requirements, and as a supplement to PDF electronic files, provide two paper copies of each submittal for Architect's use. Unless otherwise indicated, Architect will not return copies.
 3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.

- c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
 - 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. Large-format and Complex Submittals: Only where specifically required.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will not return samples
 - b. In addition to samples, submit transmittal form, submittal identification and information sheet, and other relevant information in PDF electronic file. Architect will indicate selection through electronic submittal.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
 - 3) In addition to samples, submit transmittal form, submittal identification and information sheet, and other relevant information in PDF electronic file. Architect will indicate selection through electronic submittal.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- U. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 section "Quality Requirements."

- V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. Maintenance Data: Comply with requirements specified in Division 01 section "Operation and Maintenance Data."
- Z. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
1. Approved: No further action on submittal is required.
 2. Approved as Noted: Incorporate corrections and comments noted into Work and indicate in record drawings. If corrections cannot be incorporated into Work, resubmit with explanation of why corrections cannot be complied with and indicate proposed response to address intent of corrections.
 3. Received for Record / Not Reviewed: Submittal provided to satisfy record submittal requirement from previous submittal notes or Contract Documents, or submittal not required by Contract Documents and not reviewed. Any notes provided are for Contractor's reference, but do not imply any level of review by Architect.
 4. Revise and Resubmit: Incorporate corrections and comments noted in Work and resubmit.
 5. Disapproved: Submittal does not meet intent of Contract Documents. Correct deficiencies noted and resubmit.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

SECTION 013500 – SPECIAL PROJECT PROCEDURES

1.0 PROCEDURES1.1 CONSTRUCTION MANAGER

- A. The Construction Manager shall control, enforce, direct, instruct, and otherwise implement regulations and restrictions as set forth in this section.

1.2 OWNER'S REPRESENTATIVE

- A. All communications with the owner and owner's representative(s) and consultant(s) shall be thru the Construction Manager unless otherwise noted in the General Conditions.

1.3 NOISE CONTROL

- A. The Contractor shall execute the Work in this Contract as quietly as practicable to avoid unnecessary disturbances.
- B. Any complaints duly registered by the Construction Manager of unacceptable noise levels shall be cause for the use of special precautions and methods of operation by the Contractor to reduce noise to acceptable levels.
- C. The Owner and Construction Manager shall be the sole judge of the tolerability of noise levels.
- D. Use of portable radios or tape recorders will not be allowed on the premises other than two-way communication radios.
- E. The Contractor shall prepare a "Noise Schedule" as soon as practicable indicated the type of noise inducing work showing the dates, times and duration of such work. The Contractor should note any special instruction and/or time requirement in Scopes of Work.

1.4 PERSONNEL IDENTIFICATION

- A. All employees of the Contractor and all subcontractors may be required to wear numbered identification badges while on the premises of existing buildings.
- B. The identification badges shall be conspicuously fixed to outer garments above elbow level.
- C. Any of the Contractor's personnel or subcontractor's personnel who do not comply with this requirement at all times will be denied access to the facility or will be escorted off the premises by Security Guards or owner representative(s).

1.5 PERSONNEL PARKING

- A. At no time shall the employees of the Contractor or subcontractor employed by Contractor be allowed to park their vehicles on-site without prior approval from the Construction Manager.

2.0 LIMIT OF OPERATIONS

- A. It shall be noted that, adjacent streets will remain open throughout the duration of this Project. The Construction Manager will provide a perimeter fence, which will establish limits of operation.
- B. The Contractor's normal limit of operations shall be confined within the Limits of Work Area as designated on the drawings.
- C. The Owner, Architect, and other Contractors performing Work within these limits of operation, shall be allowed access at all times.
- D. Construction operations must be planned and executed in a manner which allows emergency access to project.

3.0 SCHEDULING AND COORDINATION

3.1 SCHEDULING

- A. All arrangements for work which will involve interference with normal Owner or adjacent properties functions, particularly in occupied areas, or adjacent thereto, shall be scheduled a minimum of 14 days in advance with the Construction Manager to provide for minimum of disruption and inconvenience.

3.2 OUTAGES

- A. Utility and service outages shall be kept to a minimum, and will be permitted only with written approval of the Construction Manager and the Owner.
- B. All requests for the outages shall be made a minimum of fourteen working days in advance of their need.
- C. Requests for outages will not be considered unless they include an identification of all areas which will be affected by the proposed outage. Blank outage forms will be provided by the Construction Manager upon request.
- D. All outages shall occur **after normal working hours**. All costs including premium time shall be included in the Bid amounts.

END OF SECTION 013500

SECTION 013520 – SAFETY REQUIREMENTS AND LOSS CONTROL

The major goal of the Loss Control Program is to prevent losses. Prevention of accidents and elimination of hazards will, in turn, prevent pain, suffering and direct loss in terms of dollars. A safe work place must be maintained for all employees and visitors. High quality work standards and on-time performance are facilitated by an effective Loss Control Program.

Controlling conditions which result in losses is the responsibility of all parties. The Construction Manager will designate a job site safety officer responsible for program management. The responsibility for program implementation is the responsibility of all employees of the Owner, Construction Manager, Contractors and all Subcontractors. The following summary identifies objectives requiring a firm commitment to insure a continuing and comprehensive Loss Control Program.

Construction Manager Duties:

1. Designate jobsite safety officer.
2. Loss reporting and summaries.
3. Accident investigation.
4. Establish project procedures.
5. Inspections, notifications and follow-up.
6. Weekly "Tool Box" talks.
7. Weekly Superintendents meetings.
8. Monthly summary report.

Contractors Duties:

1. Designate on-site safety representative.
2. Consult with insurance carrier for construction operations.
3. Involve foreman and employees.
4. Safety training of all employees.
5. Adherence to safety standards, rules and government regulations.
6. Report conditions or practices which might cause injury or damage.
7. Report all safety related incidents.
8. Participate in all accident investigations.
9. All employees attend weekly Tool Box talks.
10. Attend weekly Superintendents/Foreman's Meetings.
11. Request permission to move barricades and floor opening protection. *
12. Maintain fire watch for all burning operations *
13. Properly store and protect hazardous chemicals and flammable substances.
14. Insure performance of these duties by subcontractors.
15. Maintain good housekeeping practices.
16. Prohibit the use of drugs and/or intoxicating beverages.
17. Maintain equipment in safe condition.

* See the Whiting-Turner Forms for these issues in the On-Site Safety Orientation Package

In order for our accident prevention program to be effective, management at all levels must personally take a serious interest in the prevention of accidents. They must also provide the leadership to which supervisory personnel and employees will respond by developing a positive safety attitude.

THE WHITING-TURNER CONTRACTING COMPANY
SAFETY/HARASSMENT POLICY

I. SAFETY REQUIREMENTS

The Contractor agrees to fully comply with all applicable standards of the Occupational Safety and Health Administration, all safety codes, laws or ordinances applicable to any public authority and to ensure that its employees and Sub-Contractors abide by the same regulations. The Contractor further agrees that if so ordered by the Whiting-Turner Project Manager or Superintendent, it will immediately stop work and correct any serious safety violations immediately before resuming work. The Contractor expressly agrees and understands that Contractor shall be solely responsible for the safety conditions of its work areas and working forces.

The Contractor further agrees to comply with the following specific safety rules of Whiting-Turner which shall in no way limit the Contractor's liability for safety.

Each contractor and their subcontractors are to designate a safety representative, in writing, and provide a written safety program which identifies their organization and safety policies. All contractors are required to review the following rules and requirements with their on site employees:

CONTAINERS

- A. No glass containers allowed on site.

CRANES

- A. All lifts must use tag lines.
B. No open hooks used on lifts.

EQUIPMENT

- A. Absolutely no riding on equipment not equipped with proper seating.
B. Site Speed not to exceed 10 MPH.

FIRE CONTROL

- A. No open fires, fire barrels, or hot boxes.
B. Fire extinguishers in:
Trailers/offices minimum 10 lb ABC
Equipment minimum 5 lb ABC
Fire Watch minimum 20 lb ABC

HARDHATS

- A. Wear on site at all times, must have Z89.1 rating.
B. No metal hardhats or bump caps authorized.

FOOT PROTECTION

- A. Substantial leather boots required.
B. Loafers, sandals, tennis shoes (including steel toe type) are not allowed.

LADDERS

- A. No metal ladders allowed on site.
- B. Damaged ladders must be immediately removed from site or destroyed.

SCAFFOLDING

Full handrails, mid-rails, toeboards, full decking required on all scaffolds, according to standards.

SIGNAGE

- A. Post safety or hazard signs (bilingual if necessary).
- B. Use Whiting-Turner Supplied (Do Not Remove) signs on floor openings.

TRUCKS

- A. No more than three (3) persons in cab of truck.
- B. No riding in back of truck unless truck is equipped with seats and safety belts.

WORK CLOTHING

- A. All shirts must have a minimum four (4) inches sleeve length over shoulders.
- B. No shorts, cut offs, tank tops, net shirts, etc.

ELECTRICAL PROTECTION

- A. No cut, frayed or damaged extension cords permitted.
- B. All extension cords must have a U.L. approved GFCI (Ground Fault Circuit Interpreter)

SAFETY ORIENTATION / SAFETY MEETINGS

- A. Each employee is required to attend a safety orientation and wear a sticker on his or her hardhat.
- B. Each Foreman is required to hold weekly safety meetings with their employees and forward copies of the sign-in sheet.

DAILY REPORTS

- A. Foreman are required to turn in a daily report for their work at the end of each workday. All employees are required to sign this sheet.

PARKING

- A. Parking is limited on site – Coordinate with WT Superintendent for locations.
- B. NO PARKING at the adjacent properties or roadways or any property not owned by the project owner.
- C. Do not block handicap spaces or fire lanes.
- D. Obtain necessary parking permits if applicable.

PERMITS

- A. HOT WORK Permit must be filled out for any burning, welding, soldering, cutting, etc. that may generate a spark.
- B. SAFE WORK Permit must be filled out for any other potentially dangerous work. Crane lifts, shaft cutting, hazardous chemicals, off-hour work, etc. If work occurs in an OSHA defined confined space, obtain a confined space permit.

- C. SAFETY BARRICADE / FALL PROTECTION Permit must be filled out when creating an open hole or removing fall protection.
- D. UTILITY SHUTDOWN Permit must be filled out when turning off any utilities to the building. A two-week notice is required for all outages.
- E. ALL PERMITS must be filled out with Whiting-Turner in advance and posted in the work area.

ASBESTOS / HAZARDOUS MATERIALS

- A. It is possible that there could be existing unforeseen asbestos or other hazardous materials either buried underground or laying on the project site from previous activities on the property.
- B. It is possible that a hazardous material could be brought to the site by others.
- C. Anyone who uncovers or notices a suspected hazardous material should leave it undisturbed and notify WT immediately.
- D. An authorized contractor must dispose of asbestos or other hazardous materials or contaminated debris.

MISCELLANEOUS RULES

- A. Do not block any hallways, stairs or exit doors. Maintain fire egress.
- B. Use all proper personal protection equipment (hard hats, gloves, glasses, etc.)
- C. Smoking is prohibited within the building once 50% of the building façade is covered (new building construction). For renovation projects, smoking is prohibited at all times inside the building, on the roof, or within 20' of the building. Violators will be warned in writing one time. Written warning will be copied to their office. The second violation will result in removal from project. Designated smoking areas will be established outside of the building.
- D. Eating in designated areas only
- E. Use temporary toilets only
- F. Clean the work site daily, trash and debris to the dumpster daily
- G. Alert WT to any emergency
- H. Report any damage to building components or site items
- I. No gasoline-powered or carbon monoxide exhaust equipment can be used at any time in the building after it is enclosed, use propane instead. All equipment you plan to use must be reviewed with the WT Superintendent for safety concerns.

NOTE: THESE ABOVE SAFETY RULES ARE IN ADDITION TO OSHA REQUIREMENTS.

II. CONTRACTOR'S SAFETY PROGRAM

The Contractor will provide a competent safety person who will be responsible for administering the Contractor's safety program and enforcing the safety rules. The following are recommended suggestions for establishing an effective Contractor's safety program.

- A. Establish a schedule of safety meetings conducted by Contractor's foreman for discussing specific topics, such as safety rules, hazards or specific jobs, safe practices, etc.
- B. Establish a plan for Contractor's foreman to contact each employee under his supervision at least once per week on safety.
- C. Establish a procedure for the prompt investigation of all personal injuries and property damage by Contractor's management.
- D. Establish a schedule for periodic inspection by Contractor's management of "hazards" on job site.
- E. Establish a plan for the periodic inspection of tools and equipment by Contractor's management.
- F. Develop basic safety rules for job, instruct employees and enforced compliance.

III. INDEMNIFICATION (RELATED TO OSHA VIOLATIONS)

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless Whiting-Turner, the Owner, and the Architect and their agents and employees from and against all claims, including citations and penalties imposed by the Occupational Safety and Health Administration, damages, losses, expenses and judgments including, but not limited to attorney's fees, arising out of or resulting from performance of the work in an area which is unsafe, harmful, dangerous, or hazardous and which is caused in whole or in part by any act of omission of the Contractor, anyone directly or indirectly employed by it, or any one for whose acts it may be liable, regardless of whether the claim, citation, penalty, damage, loss, expense or judgment results from unsafe, harmful, dangerous, hazardous or toxic materials or substances or whether from any other unsafe, harmful, dangerous or hazardous conditions.

IV. SEXUAL HARASSMENT POLICY

The Construction Manager and Owner will not accept any behavior deemed to be a form of sexual harassment and actively seeks to eliminate such behavior from the jobsite environment.

Definition of Sexual Harassment

The Construction Manager and Owner officially defines sexual harassment as "any unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature that has the effect or purpose of unreasonably interfering with an individual's work or academic environment, or of affecting an individual's employment or academic status." Sexual harassment is not only a clear violation, it is illegal and a form of discrimination, covered under Title VII of the Civil Rights Act of 1964.

Be Aware

Sexual harassment takes many forms, but includes any unwanted sexual attention such as:

- staring, leering, and ogling
- sexual teasing
- jokes and gestures
- repeatedly asking for dates after being refused
- lewd remarks
- whistles
- references to someone's anatomy
- inappropriate touching
- attempts to kiss or fondle
- coerced sexual intercourse

The sexual harassment policy will be strictly enforced. Any reported incident will be dealt with swiftly and severely. The offending party, if identified will be dismissed from the project and property and not allowed to return. Repeated incidents by employees of a particular firm can result in cancellation of that contract. The victim of the abuse retains the legal right to prosecute. All employees of these contracting firms should be apprised of this policy before working on this project.

END OF SECTION 013520

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.
- C. Related Requirements:
 - 1. Section 012100 "Allowances" for testing and inspecting allowances.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
 2. Entity responsible for performing tests and inspections.
 3. Description of test and inspection.
 4. Identification of applicable standards.
 5. Identification of test and inspection methods.
 6. Number of tests and inspections required.
 7. Time schedule or time span for tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective

actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

- a. Allow seven days for initial review and each re-review of each mockup.
- 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
- 7. Demolish and remove mockups when directed unless otherwise indicated.
- K. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect, Commissioning Authority, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.

2. Notifying Architect, Commissioning Authority, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's, reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

Refer to the specific scopes of work for clarification of responsibility of the items specified herein.

PART 1 – GENERAL INFORMATION1.01 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 0 and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection, and shall be subject to the Construction Manager's approval.

A. Temporary utilities required include, but are not limited to:

- Water service and distribution
- Temporary electric power and light
- Telephone service
- Storm and sanitary sewer

B. Temporary construction and support facilities required include, but are not limited to:

- Dewatering facilities and drains
- Temporary heating, ventilating, humidification, and air conditioning
- Field offices and storage facilities
- Temporary roads and paving/construction parking/mud/snow and ice clean-up
- Sanitary facilities, including drinking water
- Temporary enclosures
- Hoists and temporary elevator use
- Temporary project identification signs and bulletin boards
- Waste disposal service and progress cleaning
- Construction aids and protection

C. Security and safety facilities required include, but are not limited to:

- Temporary fire protection
- Barricades, warning signs, lights
- Enclosure fence and security maintenance
- Environmental protection
- Safety requirements

D. Controls

Workday
Lunch wagons
Erosion control
Excavation material
Excavation training
Material inventories
Deliveries

1.03 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

Municipal and Labor & Industry Building Code requirements
Health and safety regulations
Utility company regulations
Police, Fire Department and Rescue Squad rules
Environmental protection regulations

- B. Inspections: Arrange for authorities, having jurisdiction, to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.04 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site. They shall be removed, relocated as required by the progress of the work, or directed by the Construction Manager.

- B. Existing Utilities and Systems:

1. Existing systems shall be maintained at all times unless approved (48 hrs. notice of shutdown) by Owner. Permanent heating, plumbing and electrical systems shall be activated and maintained during owner occupancy of existing facilities. Facilities shall be maintained at 70°F.
2. Trade Contractors interrupting services due to their construction operations shall provide temporary utility lines, as required, to maintain services.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials; if acceptable to the Construction Manager, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.

- B. Lumber and Plywood: Comply with requirements in Division-6 Section "Rough Carpentry."
- C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- D. Water: Provide potable water approved by local health authorities.
- E. Open-Mesh Fencing: Provide 11-gauge, galvanized two inch, chain link fabric fencing, six (6) feet high with galvanized steel pipe posts, 1-1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

2.02 EQUIPMENT

- A. General: Provide new equipment; if acceptable to the Construction Manager, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light, for connection of power tools, equipment, and GFI breakers.
- D. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress.
- E. Electrical Welding Outlets: These will not be provided. Each Trade Contractor will be responsible for his own welding power.
- F. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- G. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- H. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- I. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustions type, properly vented and fully enclosed with a glass fiber, reinforced polyester shell or similar nonabsorbent material.
- J. First Aid Supplies: Comply with governing regulations.

- K. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

Comply with NFPA 10 classification, extinguishing agent and size required by location and class of fire exposure.

PART 3 - EXECUTION/SCOPE RESPONSIBILITIES

3.01 INSTALLATION (BY APPLICABLE TRADE CONTRACTORS)

- A. Use qualified personnel for installation of temporary facilities. Location facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION(BY APPLICABLE TRADE CONTRACTORS)

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, each Trade Contractor shall provide trucked-in services at their expense as required to complete their work.
 3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.

Use Charges:

Cost or use charges for temporary facilities are to be paid by the Trade Contractor requiring or providing the temporary facility unless noted otherwise.

Owner will pay utility consumption costs during construction for construction activities only.

- B. Water Service: The Plumbing Contractor shall install water service and distribution piping of sizes and pressures adequate for construction. Provide 3/4" hose bib termination at each story of construction work, located so that any area of building construction can be reached with a 100 ft. length of hose. Water service may be run from a temporary or permanent source.

1. Sterilization: Sterilize temporary water piping prior to use.
2. Protect system from freezing.
3. Maintain 30 psig. water pressure with 5 gpm. flow rate.
4. Owner shall pay for cost of water consumed during construction. Trade Contractor shall take the necessary steps not to be wasteful.

C. Temporary Electricity Power Service:

1. After start of work at project site, when requested by the Construction Manager, the Electrical Contractor shall provide a temporary electrical power distribution system sufficient to accommodate temporary lighting and construction operations, including the use of power tools, and start-up of specified building equipment which must be tested, started or placed into use prior to completion of its permanent power connections. Provide 480 volts, 3 phase, 3 wires, 60 hertz and an equipment grounding conductor as well as 120 volts, 1 phase, 15 amperes, 60 hertz for lighting. Provide weatherproof, grounded wiring with overload protection; with direct wired connections, where feasible, and for voltages up to 220/208 volts. Locate multiple outlets for 120 volt power, not less than 4 gang, at each story of construction, spaced so that the entire area of construction can be reached by power tools on a single extension cord of 100' maximum length. Maximum 20 Amp circuit breaker, four (4) receptacles per circuit breaker.
2. The Owner will pay for cost of all electric energy used for construction activities.
3. The Electrical Trade Contractor shall provide and pay for maintenance, servicing, operation, and supervision of lines installed.
4. Provide service with ground fault circuit interrupter feature, as per NEC and OSHA requirements. The Electrical Trade Contractor shall have a cord inspection program in place. He shall maintain the inspection records on site.
5. As permanent power distribution system is accepted as substantially complete, either entire system or usable portions thereof, the Electrical Trade Contractor shall make suitable provisions for temporary use thereof, and remove unused portions of temporary system.
6. If required, provide meters for electrical power.
7. When temporary electrical lines are no longer required, they shall be removed by the Electrical Trade Contractor and any part, or parts, of the grounds or buildings disturbed or damaged shall be brought back to their original condition.
8. Electricity from existing lines may be used at no charge to the Trade Contractor. Each trade shall provide extension cords from the existing facilities, as required, for the execution of the Work. Electrical power for welding equipment will not be available.

9. The Electrical Trade Contractor shall maintain and operate permanent electrical supply and distribution system until time of final acceptance and transfer of operation to Owner's personnel.
10. The Electrical Trade Contractor shall install switching controls for all lighting which will enable turning off temporary lighting during off-construction hours.
11. Temporary power supplies to the Construction Manager's Office Conference/Office Complex shall be installed with service connection by the Electrical Trade Contractor.
12. The Electrical Trade Contractor will provide power for oil or gas fired temporary heaters, if required by the Construction Manager. It will be connected so that it can remain "live" when the lighting has been turned off.
13. The Electrical Trade Contractor will provide 24-hour temporary power to any heat tape (installed by others) on temporary water and/or fire lines. All temporary heat work will comply with existing OSHA requirements.
14. Construction circuits shall be separate and independent from temporary lighting.

- D. Temporary Lighting: Whenever overhead floor of roof deck has been installed, the Electrical Trade Contractor shall provide temporary lighting with local switching.

The Electrical Trade Contractor shall provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight and general lighting as stated below:

1. Provide uniformly spaced general lighting utilizing one (1) 150 watt incandescent lamp equivalent to 1.0 watts/sq. ft. of floor areas (minimum one (1) lamp per room), and one (1) 100 watt lamp per 50' of corridor or per flight of stairs.
2. Limit lighting installations to intensities which will accommodate normal access and workmanship requirements, recognizing that each entity performing work requiring higher intensity lighting will provide supplementary plug in temporary lighting and localized areas where such work is in progress.
3. As permanent lighting system is substantially complete for each story or usable portion thereof, the Electrical Trade Contractor shall make suitable provisions for temporary use thereof and remove unused portions of temporary lighting system.
4. The Electrical Trade Contractor shall maintain and operate permanent lighting system until the time of final acceptance and transfer of operation to Owner's personnel, including turning off lighting during off-construction hours.
5. The Electrical Trade Contractor shall replace bulbs that are burned out or substantially dimmed by substantial hours of use.
6. Special lighting required for construction activities shall be provided by contractor requiring it.

7. The Electrical Trade Contractor shall provide safety lighting in the stairways, hallways, and exterior security lighting (as required) on a 24-hour basis.
8. The Electrical Trade Contractor will provide a termination box in the Trade Contractor's office trailer area for hook-up of the Trade Contractor's trailers. Cost for individual Trade Contractor trailer hook-up will be born by the Trade Contractor requiring this service. Use of electric heaters in those trailers and shanties will not be permitted.

E. Temporary Telephones:

1. Each Trade Contractor shall be responsible for and provide for his own temporary telephone service.

F. Storm Sewers and Drainage:

1. If storm sewers are available, the Sitework Trade Contractor shall provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available, or cannot be used, Sitework Trade Contractor shall provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, Sitework Trade Contractor provide containers to remove and dispose of effluent off the site in a lawful manner.
2. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
3. Comply with the soil erosion and sedimentation control plan and local authorities having jurisdiction.

3.03 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION
(BY APPLICABLE TRADE CONTRACTORS)

A. General:

1. Locate field offices, storage, sanitary facilities and other temporary construction and support facilities for easy access after approval from the Construction Manager.
2. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines.

B. Dewatering Facilities and Drains:

1. For temporary drainage and dewatering facilities, and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division-2 Sections. Where feasible, utilize the same facilities.
2. The Sitework Trade Contractor shall be responsible to maintain the site, excavations and construction free of water. Review contract scopes for dewatering requirements for each Trade Contractor.

3. Plumbing Trade Contractor shall provide temporary storm water drainage from the building and the Sitework Trade Contractor shall control roof drainage from building on site.
4. Sitework Trade Contractor shall be responsible to drain or pump water and remove debris from the site so as not to delay his continuous work or progress. This shall include operating pumps during second shift in order to facilitate next-day continuation of work.
5. Sitework Trade Contractor shall excavate in a manner that prevents all surface water from flowing into the building area. Sitework Trade Contractor shall be responsible to remove any runoff water or debris which enters the building area.
6. Sitework Trade Contractor shall continue to drain site and remove debris until designed grades are obtained.
7. Upon completion of building foundations, each Trade Contractor shall be responsible to remove water and debris required to complete his work.

C. Temporary Heating, Ventilating & Air Conditioning:

1. Temporary heating shall be provided and maintained by the Trade Contractor performing the work if the outside temperature falls below 40°F at anytime during the day or night for all exterior work or work performed prior to the building being generally enclosed by walls and roof.
2. Each Trade Contractor shall furnish temporary heat by acceptable means to provide sufficient heat to maintain a temperature of 55°F, 24 hours a day throughout the entire area of the work for which the Trade Contractor is responsible.

Except where use of the permanent system is authorized, provide vented, self-contained LP gas or fuel oil heaters with individual space thermostatic control. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited. Temporary heating may not be provided using electrical heating equipment if using electrical power supplied by the Owner.

3. As soon as the building, or portions thereof, is generally enclosed with walls and roof and temporary heat is required for scheduled work, or required to facilitate proper workmanship, and permanent heating system is not yet operable or authorized for use, the Mechanical Trade Contractor shall provide temporary heat or air conditioning service for every entity authorized to do work at the project site. The Mechanical Trade Contractor shall maintain temperatures as indicated by other Specification Sections for each type of work to be performed. The Construction Manager shall be the sole arbiter of when the building is considered generally enclosed.
4. The Carpentry Trades shall install, maintain, and remove temporary enclosure of windows, doors and roof openings until the permanent materials are in place when such enclosures will result in the building being generally enclosed.

5. After the conditions of construction require continuous 24 hour heat in the building, as determined by the Construction Manager, the Mechanical Trade Contractor shall provide, operate, and maintain temporary radiation or unit heaters to provide required temperatures (minimum 55°F) for the conduct of the work. This service shall be continued until the permanent heating system has been completely installed and is in operation and the buildings of the project completed. The Mechanical Trade Contractor shall furnish and pay for all fuel as required for providing temporary heat and air conditioning after the building is generally enclosed. The Owner shall pay for all fuel costs incurred to operate the permanent HVAC systems for temporary purposes. As permanent heating/cooling system is substantially complete and operational for each story or usable portion thereof, the Mechanical Trade Contractor shall make suitable provisions for use thereof in temporary heating and cooling. The Mechanical Trade Contractor shall maintain and operate permanent system for temporary heating/cooling purposes, including service to occupied areas, if any, until time of final acceptance or transfer of operation to Owner's personnel, for major parts of system if not for entire heating system.
6. All permanent heating and air conditioning equipment used to supply temporary heat and air conditioning shall be completely cleaned and reconditioned by the Mechanical Trade Contractor prior to final acceptance. NOTE: All permanent equipment shall receive required scheduled maintenance while use for temporary service. Radiator traps and valves used in the heating system during the period of its operation to supply temporary heat shall not be reinstalled in the permanent system. Install new disposable filters and clean non-disposable filters prior to final acceptance. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
7. The Mechanical Trade Contractor shall remove all soot, smudges, and other deposits from walls, ceilings, and all exposed surfaces which are the result of the use of any temporary heating equipment including the use of the permanent heating system for temporary heat purposes. Finish work shall not be done until all such surfaces are properly cleaned.
8. Temporary Ventilation: A Trade Contractor requiring ventilation for work shall provide fans or other necessary equipment to condition air, provided prior approval has been obtained from the Construction Manager.
9. Humidification: Where control of ambient humidity is required for proper performance of the work, or for curing/drying of installed work, or for protection of installed work from deterioration due to variations in ambient conditions, each Trade Contractor shall provide his own temporary humidification or dehumidification equipment to maintain the required conditions. Coordinate the use of the equipment with temporary heating to produce the required conditions with a minimum overall use of energy.
10. Permanent electrical power needed to operate permanent heating system must be provided by the Electrical Trade Contractor in conjunction with building enclosure, or the Electrical Trade Contractor shall furnish adequate temporary power to operate permanent heating system and bear all cost associated to provide that power.

D. Field Offices:

1. Trade Contractors shall provide offices for their own personnel. All type and location of jobsite offices and equipment will be approved by the Construction Manager. Trade Contractor's offices shall be a maximum of 40' in length.
2. Storage and Fabrication Sheds: Each Trade Contractor shall provide storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces. All steps and platforms connected to shelters must be per OSHA regulations.
3. All offices and sheds must have the Trade Contractor's identification on them.

E. Temporary Roads and Paving, Construction Parking:

1. Sitework Trade Contractor shall construct and maintain temporary roads, to adequately support the indicated loading and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas and parking where the same permanent facilities will be located.
2. Snow removal will be performed by the Sitework Contractor for access roads and storage areas. Each Trade Contractor shall provide any additional snow removal required to maintain the schedule.

F. Sanitary Facilities:

1. The Construction Manager shall provide temporary toilets. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

Provide toilet tissue for each facility.

2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit type privies will not be permitted. Provide means of locking facilities when construction is not in progress.

Provide separate facilities for male and female personnel when both sexes are working in any capacity on project site.

Provide one unit for use of Owner representative's office/conference meeting complex.

3. Drinking Water Facilities: Each Trade Contractor shall provide containerized tap-dispenser bottled-water type drinking water units, including paper supply. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45° to 55°F (7° to 13°C).

G. Temporary Enclosures:

1. All temporary enclosures required for protection of exterior construction in progress and completed from exposure, bad weather, other construction operations, and similar activities and to maintain the progress schedule, shall be provided by each contractor as necessary to protect their work.
2. Prior to the building being enclosed, all temporary enclosures required for protection of interior construction in progress and completed from exposure, bad weather, other construction operations, and similar activities and to maintain the progress schedule, shall be provided by each contractor as necessary to protect their work.
3. Where heat is needed and the permanent building enclosure is not complete (windows, doors, and roof openings not complete), the Carpentry Contractor shall provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
4. Install tarpaulins securely with noncombustible wood framing and other materials. Close openings of 25 sq. ft. or less with plywood or similar materials.
5. Each Trade Contractor is required to construct, maintain, and remove dust partitions required to prevent dust from entering adjacent areas.

H. Temporary Lifts and Hoists:

1. Each Trade Contractor shall be responsible for their own hoisting.
2. Existing Elevators:
 - A. N/A
3. New Elevators:
 - A. N/A

I. Project Identification and Temporary Signs

1. The Construction Manager shall prepare project identification and other signs, as approved by the Owner of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel.
2. Provide on (1) sign erected on the site, where directed, to identify the project. Sign shall include Project name, Owner's name, Architect's name, and Construction Manager's name. Size shall be 4' x 8'; color and lettering style shall be as designed by the Architect.
3. Engage an experienced sign painter to apply graphics.

4. Temporary Signs: The Construction Manager shall prepare signs to provide directional information to construction personnel and visitors as required by the Construction Manager.
5. The Construction Manager shall erect weathertight bulletin boards adjacent to the office/conference complex. Size of the boards shall be equivalent to 32 sq. ft., visible area.

J. Waste Disposal Services:

1. The Construction Manager will provide trash collection containers for construction debris, exclusive of masonry, rock, earth, etc., and pay for all debris disposal costs for them. Each Trade Contractor on the project will be required to clean up, and deposit in the dumpster, all debris generated by his trade contract work on a daily basis. This requirement shall be enforced by the Construction Manager and will result in cost assessment against a Trade Contractor who fails to perform daily clean-up. Each Trade Contractor will be responsible for flattening or crushing all trash as necessary when placed into the dumpster. Hazardous material shall not be placed in the collection container.

K. Construction Aids, Protection and Facilities

1. The Carpentry Trades Contractor shall provide temporary ladders, ramps, and walkways required to access upper levels until permanent systems are installed. They shall be installed and maintained throughout the duration of the project and comply with all OSHA requirements. Removal of these shall be by the Carpentry Contractor when requested by the Construction Manager.
2. The Concrete Contractor shall be responsible for providing safety railings around basement area prior to completion of metal deck and slab. Concrete Contractor shall also provide railing around floor opening for floor hatch into basement once concrete has been poured.
3. Each Trade Contractor will be responsible for protecting any floor openings that have been opened for work under his trade.
4. Each Trade Contractor, upon working in any of the area named in the above paragraph, shall remove the safety covering and handrail to perform his work. Upon completion of his work for the day, lunch, or breaks, or any time when the individual Trade Contractor is not working in that opening, the safety covering and handrail must be replaced by the Trade Contractor removing it. At the end of each day, each Trade Contractor will inspect the site and install all safety coverings and handrails. IF coverings and handrails are not being reinstalled by Trade Contractors responsible for replacement, then Construction Manager will replace at Trade Contractor's expense. At the end of the project, or in order to install permanent construction, the Construction Manager shall remove all coverings and handrails.

5. The Carpentry Trades Contractor shall provide safe, temporary stairs, constructed of secure, dimensional lumber, with all railings and closures according to OSHA regulations, until permanent stairs are installed. Temporary stairs must be provided at the point when above grade floors are framed and decked, and require access by trades, in addition to the steel erection crews.
6. The Trade Contractors requiring access to above grade work are responsible for providing ladders, scaffolding and appropriate methods to access their work. Trade Contractors desiring use of in place above grade work platforms must arrange directly with the party that owns the equipment and make all rental and insurance arrangements directly with that party.
7. All work platforms, scaffolding, etc., on the project shall be available for access by the Owner, Architect, Municipal Authority, Test Agency and/or Construction Manager, and these parties shall be insured and held harmless when using these facilities by the Owner of the facility.
8. Each Trade Contractor shall be responsible for maintaining safe walkway and stair traffic areas, using anti-skid methods, routine sweeping, snow, mud and/or ice removal, and any other reasonable method for safe usage.

3.04 SECURITY AND SAFETY FACILITIES INSTALLATION

A. Temporary Fire Safety

1. Shall be maintained in place until permanent fire protection system is available for use. The Fire Protection Trade Contractor shall provide the permanent sprinkler fire protection system for use at the earliest possible date after building enclosure and 55°F temperatures are maintained to protect the building.
2. Until fire protection needs are supplied by permanent facilities, the Construction Manager shall install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers."
3. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
4. Store combustible materials in containers in fire-safe locations.
5. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas. Prohibit smoking within the enclosure building.
6. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

B. Barricades, Warning Signs and Lights: (Protection of Trade Contractors Work)

1. The responsible Trade Contractor shall comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against.

C. Building Security Enclosure and Lockup:

1. Each Trade Contractor shall be responsible for assisting the Construction Manager in maintaining a secure building at all times.
2. Each Trade Contractor is responsible for the secure storage of their own material and equipment on and off the site.

D. Environmental Protection:

1. To the fullest extent permitted by law, the Trade Contractor shall indemnify and hold harmless the Owner and Construction Manager, their employees and agents, from claims, losses, damage, and expenses including, but not limited to, attorney's fees arising out of performance of the work at it relates to any type of pollution related situations. This would apply to bodily injury, sickness, disease, or death, or to damages or destruction or contamination of tangible property arising out of the acts or omission of the Trade Contractor or the joint negligent acts of the Owner or Construction Manager, or anyone for whose acts the Trade Contractor may be liable.
2. The Construction Manager will designate area available for construction storage.
3. Each Trade Contractor shall provide protection, operate temporary facilities, and conduct construction in ways and methods that comply with all environmental regulations, and minimize the possibility that air, water, and soil become contaminated or polluted as a result of work or storage so supplies and materials, or equipment usage.
4. Each Trade Contractor will designate and train a responsible employee in environmental contamination procedures, including, but not limited to, emergency responses, material and waste inventories, spills and leak precautions and responses, inspections, housekeeping, security, and external factors.
5. Open burning will not be permitted.

E. Safety Requirements

1. All work shall be performed in accordance with rules, regulations, procedures and safe practice and/or OSHA and all other Government agencies having jurisdiction over the project.

2. Safety precautions and programs:

- a. Each container shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work. The name of the safety officer for each contractor shall be provided by the Construction Manager.
- b. All Trade Contractors shall comply with the provisions of the "Specific Safety Requirements of the Construction Safety Act," the "Occupational Safety and Health Act," and Federal, State and local requirements.
- c. If a contractor fails to maintain the safety precautions required by law or directed by the Construction Manager, the Construction Manager may take such action as necessary and charge the Trade Contractor for all incurred costs.
- d. The failure of the Construction Manager to take any such action shall not relieve the Trade Contractor of his obligations.
- e. The Trade Contractor individually shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.
- f. Prior to mobilizing to the job, the Trade Contractor shall submit to the Construction Manager, in writing, a description of his safety program for review and comment. During the conduct of the work, the Trade Contractor shall immediately notify the Construction Manager, in writing, of all accidents and shall submit a written report describing in detail the circumstances of each accident within 24 hours of its occurrence.
- g. All Trade Contractors shall notify the Construction Manager of any flammable, combustible and/or toxic materials intended for use on the project and shall furnish the Construction Manager with literature pertinent to the use and control of all materials, including, but limited to, MSDS sheets.
- h. Each Trade Contractor shall delegate one representative who shall be responsible to maintain all safety requirements of the Trade Contractor, and shall attend all project safety meetings scheduled by the Construction Manager.
- i. Each Trade Contractor shall conduct weekly safety discussions which shall be attended by all employees assigned to this project. A written safety given to the Construction Manager on a weekly basis.

3. Safety of persons and property:

- a. The Trade Contractor shall take all reasonable precautions for the safety or, and shall provide all reasonable protection to prevent damage of loss to:
 1. All employees on the work site and all other persons may be affected thereby.

2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Trade Contractor or any of his Subcontractors or Sub-Contractors.
 3. Other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction and underground property.
 - b. The Trade Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority, including the Owner's department of protective services, bearing on the safety of persons or property or their protection from damage, injury or loss.
 - c. The Trade Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, from his work, including danger signs and other warnings against hazards. He shall comply with safety regulations and notify the Construction Manager of possible effects on adjacent facilities. If the Trade Contractor fails to so comply, he shall, at the direction of the Construction Manager, remove forces from the project without cost or loss to the Owner or Construction Manager, until he is in compliance.
 - d. The Trade Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Trade Contractor, his subcontractors, his Sub-subcontractors, or anyone directly employed by any of them, or by anyone for whose acts any of them be liable.
 - e. The Trade Contractor shall not load or permit any part of the work to be loaded so as to endanger its integrity and safety.
 - f. The use of audio equipment and headsets will not be permitted on the construction site.
4. Emergencies:
 - a. In any emergency affecting the safety of persons or property, the Trade Contractor shall act, at his discretion, to prevent threatened damage, injury or loss and shall immediately notify the Construction Manager of such emergency conditions. Any claims made by the Trade Contractor for additional compensation or extension of time on account of emergency work shall be processed in accordance with the Contract Documents.
5. Indemnification:
 - a. The Trade Contractor shall indemnify and hold harmless the Owner, the Construction Manager, the Architect/Engineer, all municipal authorities, and their agents and employees, from and against all claims, damages, losses, and expenses including, but limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to

injury, sickness, disease or death, or to injury to or destruction of tangible property (other work than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Trade Contractor, any Subcontractor, anyone directly or indirectly employed by any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

- b. In any and all claim against the Owner, the Construction Manager, the Architect/Engineer, or any of their agents or employees, by any employee of the Trade Contractor, and Sub-Contractor, anyone directly or indirectly employed by any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the type of damages, compensation or any Subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- c. The obligations of the Trade Contractor under this paragraph shall not extend to the liability of the Architect/Engineer or the Construction Manager, his agents or employees arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, design or specifications, or (2) the giving of or failure to give directions or instructions by the Architect/Engineer or the Construction Manager, their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- d. No provision of this Subparagraph shall give rise to any duties on the part of the Architect or the Construction Manager not otherwise provided for by contract or by law.
- e. In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party refusing to honor such requests shall, in addition to all other obligations, pay the cost of bringing any such action, including attorney's fees to the party requesting indemnity.

3.05 CONTROLS

A. Workday:

- 1. The workdays for the project are defined as 7:00 a.m. – 4:30 p.m., Monday through Friday, & 7-3:30 Saturday, with lunch period from 12:00 – 12:30 p.m. The progress schedule may require contractors to perform work other than the normal workday and in addition to the normal workday, to meet milestones in the progress schedule for the project, or to make up time previously lost to regain the progress schedule requirements or to prevent interruption of the Owner's ongoing operation.
- 2. Working times other than the normal workday or in addition to the normal work day, must be arranged in advance with the Construction Manager.
- 3. Trade Contractors who require additional workday hours to regain work time previously lost to meet the requirements of the project schedule shall be assessed for all costs including Construction Manager supervision and other Trade Contractor cost necessary for the performance of their work.

B. Lunch Wagons:

1. Lunch wagons, catered events of other non-construction related functions shall not be permitted on the project site, except by the written permission of the Owner and Construction Manager.
2. No alcoholic beverages or controlled substances shall be allowed on the project at any time.

C. Erosion Control:

1. The Sitework Trade Contractor shall employ all methods required to comply with Local, State, and Federal requirements to control erosion from the project site, including drainage control ditches, sediment basins, straw bale dykes and silt fencing.

D. Excavation Training:

1. Any Trade Contractor performing excavation shall have an OSHA trained person on site during all excavation operations. This person shall evaluate soil types and conditions to determine the required shoring and excavation methods.

E. Material Inventories:

1. Contractors shall coordinate the delivery and storage on the jobsite of all significant materials
2. Each Trade Contractor shall be responsible for the proper location, secure, and weather resistant storage as required of all materials. This includes placement of materials not to obstruct passage on site or within building structures or in any way which causes impediment or obstruction to other Trade Contractors.
3. All material inventories must be stored by the Trade Contractor to avoid excessive loads on building structure.
4. When directed by the Construction Manager, a Trade Contractor shall remove or relocate material inventories as required for the progress of the project.

F. Deliveries:

1. All contractors are required to properly instruct material suppliers and vendors to address deliveries to them specifically by named responsible party at the jobsite and require advance notice.
2. All deliveries addressed to the project in general, the Owner, Architect or Construction Manager, will be refused and returned to shipper.
3. The Owner will not be responsible for receipt, handing, or loss of any materials which are shipped to the Owner in error and received unknowing of relationship to the project.

4. Contractor receiving materials at the jobsite shall be responsible for prevention of any mud or other deposits on public roadways or other areas outside project limit lines, which may result due to methods of material delivery. Trade Contractor shall instruct delivery conveyor to take appropriate measures to prevent depositing mud or other construction deposits outside contract limit lines. Total responsibility of cleanup of mud or other construction deposit outside of contract limit lines will be the responsibility of the Trade Contractor receiving the delivery.

3.06 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended use to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
 2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Construction Manager requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or not later than Substantial Completion. Complete or, if necessary restore, permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities that constitute temporary facilities are property of the Trade Contractor. The Owner reserves the right to take possession of Project identification signs.
 2. The Sitework Trade Contractor shall remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt, and other petrochemical compounds, and other substance which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for products selected under an allowance.
 - 2. Section 012300 "Alternates" for products selected under an alternate.
 - 3. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 4. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect may consider Contractor's request for comparable product when the following conditions are satisfied. The Architect is the sole determiner whether a proposed product is comparable or a substitution. If a product submitted is determined to be a substitution, Contractor shall provide documentation as required by Section 012500 "Substitution Procedures." If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

- B. Timing: Requests for substitution for convenience shall be submitted not less than 10 days prior to bid.
Request for substitution received after Bid will not be reviewed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 013300 "Submittal Procedures" for submitting surveys.
 - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
 - 5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Electrical wiring systems.
 - j. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Equipment supports.
 - e. Piping, ductwork, vessels, and equipment.
 - f. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. See Volume I "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- D. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- E. See Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
- F. See Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.

10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Construction Manager and Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A or approved comparable form.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017750 – CLOSEOUT REQUIREMENTS

1. The following documents are included in this section:
 - A. Trade Contractors Partial Release of Lien (to be submitted with each invoice)
 - B. Partial Release of Lien – 2nd tier subcontractors and suppliers (to be submitted by every subcontractor and supplier when the contract is 50% billed)
 - C. Trade Contractors Final Release of Lien (to be submitted with final invoice)
 - D. Final Release of Lien – 2nd tier subcontractors and suppliers (to be submitted by every subcontractor and supplier prior to or with final invoice)
 - E. Affidavit Taxes have been paid. (to be submitted prior to or with final invoice)
 - F. Guarantee and Warranty (to be submitted prior to or with final invoice)
 - G. AIA Document G706, Contractors Affidavit of Payment of Debts and Claims (to be submitted prior to or with final invoice)
 - H. AIA Document G706A, Contractors Affidavit of Release of Liens (to be submitted prior to or with final invoice)
 - I. AIA Document G707, Consent of Surety to Final Payment (to be submitted prior to or with final invoice)

END OF SECTION 017750
(ATTACHMENTS FOLLOW)

**TRADE CONTRACTOR'S PARTIAL RELEASE,
WAIVER OF LIEN AND AFFIDAVIT**

TO: Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805

RE: Red Clay School District Contract No.:
CM: Whiting-Turner Contracting Company
PROJECT: William F. Cooke Elementary School
CURRENT INVOICE NO.: _____
FOR THE PERIOD ENDING: _____

The undersigned Contractor, in consideration of the payments previously made and payment for the period covered by the current invoice set forth above, hereby waives and releases all mechanic's, materialman's or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Owner, Construction Manager, and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by Contractor, its subcontractors and suppliers, in connection with the Project and trade contract, through the period covered by the current invoice and all previous invoices. The release does not apply to retention, nor to extra work which Contractor has been authorized to proceed with by the Construction Manager, but for which payment has not yet been approved.

Except as noted below, Contractor acknowledges and represents that for the period and work covered by all previous invoices for which Contractor has received payment:

1. Contractor has paid in full all amounts for subcontracts, labor, materials and rented equipment.
2. Contractor has properly applied previous payments to pay all outstanding invoices related to the Project.
3. Contractor is aware of no claims nor any circumstances that could give rise to any future claims against Owner, Construction Manager, Architect or other Trade Contractor on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions, if any:

Contractor represents that the amounts set forth below are correct and that the amount of the current payment due will be applied promptly to full payment of all outstanding amounts due from Contractor to others in connection with the Project.

Contract Sum to Date	\$ _____
Total Completed and Stored to Date	\$ _____
Total Retention to Date	\$ _____
Total Earned Less Retention	\$ _____
Less Previous Payments	\$ _____
Current Payment Due	\$ _____

BY: _____
(Name of Subcontractor)

BY: _____
(Signature, Printed Name and Title), Duly Authorized Agent of Subcontractor

STATE OF _____)
 (CITY)(COUNTY)OF _____) to wit:

On this _____ day of _____, 20____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Trade Contractor's Partial Release, Waiver of lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

Notary Public

My commission expires: _____

**PARTIAL WAIVER AND RELEASE
FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS**

TO: Red Clay Consolidated School District(Owner)

DATE: _____

CONSTRUCTION MANAGER: The Whiting-Turner Contracting Co.PROJECT: William F. Cooke Elementary School

CONTRACTOR: _____

The undersigned Company, a subcontractor or supplier to the Trade Contractor named above, and hereinafter referred to as the "Company", in consideration of payments previously received and in consideration of payment for work performed through the current date set forth below, hereby waives and releases all mechanics', materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against the Owner, the Construction Manager and the real property on which the Project is located, and any claims arising out of work, labor, services, equipment or materials, performed or furnished by the Company, its subcontractors and suppliers, in connection with the Project, through the period covered by the current invoice.

Except as noted below, the Company further acknowledges and represents that all persons and entities which have provided labor or material, or rented equipment, for or through the Company in connection with the project have been paid in full, for the periods covered by previous payments, that previous payments to the Company have been properly applied to pay all outstanding invoices relating to the Project, that the Company is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Construction Manager or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the project have been paid in full through the last date of work covered by the current invoice.

List exceptions, if any:

Last date of work period covered by current Invoice: _____

(Name of Company)BY: _____
Signature, Duly Authorized Agent of Company

Address: _____

Printed Name and TitleSTATE OF _____)
(CITY)(COUNTY)OF _____)

)to wit:

On this _____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Company's Partial Waiver and Release, are true and accurate to the best of his/her knowledge, information and belief.

My commission expires: _____

Notary Public

TRADE CONTRACTOR'S FINAL RELEASE AND AFFIDAVIT

TO: Red Clay Consolidated School District(OWNER)
1502 Spruce Avenue
Wilmington, DE 19805

DATE: _____

FROM: _____ (Trade Contractor)

RE: _____ **DATED:** _____

CONSTRUCTION MANAGER: The Whiting-Turner Contracting Company

PROJECT: William F. Cooke Elementary School

The undersigned Trade Contractor, in consideration of final payment as set forth herein, hereby waives all mechanic's liens and rights to file mechanic's liens and generally releases, and agrees to indemnify and save harmless, the above Owner, the construction manager, their successors and assigns, from all causes of action, suits, debts, contracts, damages, judgments, decrees, claims, demands, liens, rights to assert liens, awards and expenses, including attorneys' fees, in law, equity or otherwise, which Trade Contractor, its subcontractors and suppliers, their successors and assigns and any persons claiming through them or based upon their acts or omissions ever had, now have or hereafter may have against the above Owner, the construction manager, and any real property or improvements of Owner, from the beginning of the world to the date of this Release, in any manner relating to or arising in connection with the above referenced contract or project.

Trade Contractor represents that the amounts set forth below are correct and that the amount of the current payment due will promptly be applied to full payment of all outstanding amounts due from Trade Contractor to others in connection with the Project.

Final Contract Amount	\$ _____
Less Previous Payments	\$ _____
Final Payment Due	\$ _____

I hereby certify, under penalties of perjury, that the information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

Trade Contractor

BY: _____ **Address:** _____

Signature, Duly Authorized Agent of Trade Contractor

Printed Name and Title

STATE OF _____)
 (CITY)(COUNTY)OF _____) to wit:

On this _____ day of _____, 20____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Trade Contractor's Final Release and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

 (Notary Public)

My commission expires: _____

**FINAL WAIVER AND RELEASE
FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS**

OWNER: Red Clay Consolidated School District

DATE: _____

CONSTRUCTION MANAGER: The Whiting-Turner Contracting Co.PROJECT: William F, Cooke Elementary School

CONTRACTOR: _____

The undersigned Company, a subcontractor or supplier to the contractor named above, and hereinafter referred to as the "Company", in consideration of payments previously received and in consideration of final payment set forth below, hereby waives and releases all mechanics', materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against the Owner, the Construction Manager and the real property on which the Project is located, and any claims arising out of work, labor, services, equipment or materials, performed or furnished by the Company, its subcontractors and suppliers, in connection with the Project, from the beginning of the world to the date of this Waiver and Release.

Except as noted below, the Company further acknowledges and represents that all persons and entities which have provided labor or material, or rented equipment, for or through the Company in connection with the project have been paid in full, that previous payments to the Company have been properly applied to pay all outstanding invoices relating to the project, that the Company is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Construction Manager or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the project have been paid in full.

Final Payment Due: \$_____

(Name of Company)BY: _____
Signature, Duly Authorized Agent of Company

Address: _____

Printed Name and TitleSTATE OF _____)
(CITY)(COUNTY)OF _____)

)to wit:

On this _____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Company's Final Waiver and Release, are true and accurate to the best of his/her knowledge, information and belief.

(Notary Public)

My commission expires: _____

AFFIDAVIT THAT ALL TAXES HAVE BEEN PAIDRE: William F. Cooke Elementary School

Date: _____

TO: RED CLAY CONSOLIDATED SCHOOL DISTRICT
1502 SPRUCE AVENUE
WILMINGTON, DE 19805

The undersigned certifies that all federal, state and local taxes (including sales, consumer, use and excise taxes) applicable to the work and services performed and materials and equipment incorporated into the work, in each case pursuant to the contract referred to above, have been paid in full.

SUPPLIER/CONTRACTOR: _____

By: _____

Date: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, _____, before me personally came _____
_____, to me known who, being by me duly sworn, did depose and say that
he resides at _____ that
he is _____ of _____
the corporation that executed the foregoing instrument and that he signed his name thereto by order of the Board of
Directors of said corporation.

Notary Public

My Commission Expires: _____

GUARANTEE AND WARRANTY

WHEREAS, _____, hereinafter called the "Guarantor," entered into a contract dated _____, hereinafter called the "Contract," with the Christina School District, hereinafter called the Owner, for the construction of the William F. Cooke Elementary School (hereinafter referred to as the "Work"), located at 2025 Graves Road, Hockessin, Delaware 19707.

WHEREAS, the Owner has performed, kept, observed and fulfilled each and every one of the obligations, promises, stipulated, terms and conditions on its part, and

WHEREAS, by the terms of the Contract, one of the conditions precedent to the making of final payment is the execution and delivery by the Grantor of this guarantee and warranty; and

WHEREAS, the Guarantor is now desirous of obtaining payment pursuant to the terms of said Contract and as a condition precedent to such payment, furnishes this separate guarantee and warranty for all work and material included in said Contract,

NOW THEREFORE, in consideration of the premises and of the payments made to the Guarantor under said Contract and in further consideration of final payment, the Guarantor does hereby for itself and its successors, heirs and assigns, guarantee and warrant to the Owner, its successors and assigns, that the Guarantor has performed all the work required by said Contract in accordance with the terms thereof including but not limited to satisfactory operation of all equipment by means or acceptance tests, correction of items on punchlists prepared by the Architect, and that all portions of the work completed under the Contract are perfect as to materials and workmanship and will so remain from _____ for a period of one (1) year; and

The Guarantor does hereby further guarantee and warrant that the Guarantor will make good and replace at its own cost and expense all defects in material and workmanship appearing during the period aforesaid and the Guarantor will be responsible for all damage caused to the Owner by such defects or by the work required to remedy such defects. All corrections to material and workmanship shall be made at the convenience of the Owner and shall be performed in a good workmanlike manner.

The Guarantor does hereby warrant and represent that it has obtained warranties and guarantees from its material and equipment suppliers and from its subcontractors to the fullest extent possible and as customary in the various trades and has delivered all assignable warranties and guarantees to the Owner.

It is understood that this guarantee shall in no way be construed to limit in any manner any of the provisions of the Contract or to modify or limit any of the obligations, liabilities and duties of the Guarantor thereunder.

It is further understood that his guarantee shall remain binding and irrevocable during the above stated period and that the Guarantor shall not contest the validity of, or in any way attempt to revoke or withdraw from, this guarantee for any cause whatsoever, whatever arising before or after the execution of the Contract or this guarantee.

IN WITNESS WHEREOF, the Guarantor has caused this instrument to be signed and executed this _____ day of _____, 20 ____.

(GUARANTOR)

WITNESS:

BY: _____

TITLE: _____

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20 ____, before me personally came _____, to me known who, being by me duly sworn, did depose and say that he resides at _____, that he is _____ of _____, the corporation that executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

NOTARY PUBLIC

My Commission Expires: _____

DRAFT AIA[®] Document G706[™] - 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

ARCHITECT'S PROJECT NUMBER:

TO OWNER: (Name and address)

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General
Construction

CONTRACT DATED:

TO OWNER: *(Name and address)*

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

*(Signature of authorized
representative)*

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

DRAFT AIA[®] Document G707[™] - 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:

(Seal):

(Printed name and title)

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Section 019113 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Engineer will comment on whether general scope and content of manual are acceptable.
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

- a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 2. One paper copy. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return copy to contractor.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training.
1. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return copies to contractor.
 2. Electronic copy, PDF file format.
 - 1) Provide 3 copies of manual on DVD / CD organized in binder w/ digital media file sheets.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.

3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams.

Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for final property survey.
 - 2. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and of file prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

- C. Reports: Submit written report monthly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Format: Annotated PDF electronic file.
3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.
 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839



ARCHITECTURE
PLANNING

Date:

Renovations to John Dickinson High School

1801 Milltown Road
Wilmington, Delaware 19808
2014122.00

Release for use of Digital Media

Revised to include Building Information Modeling

Pursuant to your request, the Digital Media being provided is forwarded in accordance with the following terms.

Definitions:

- a. The Work: the instrument of professional services of the Firm including but not limited to the design drawings, sketches, renderings, photographs, models, specifications.
- b. Digital Media: the electronic, electromagnetic and/or optical storage media, (i.e. physical media) on which the Work is stored.
- c. Digital Information: the information stored on Digital Media or sent via an electronic exchange method (email and FTP) known as the Work of the contracted design professional, Becker Morgan Group, Inc. and their consultants, herein after referred to as the Firm.
- d. Digital Documents: the collective Digital Information that constitutes equivalent physical documents or Work of the Firm. Digital Documents may include one or more electronic files produced by Computer Aided Design (CAD) software applications.

Terms:

1. In accepting and utilizing Digital Information on any form of Digital Media generated and provided by the Firm, the Recipient covenants and agrees that all such Digital Information are instruments of service of the Firm prepared solely for use in connection with the single project for which they were prepared, who shall be deemed the author of the Digital Information, and shall retain all common law, statutory law and other rights, including copyrights.
2. The Digital Documents are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient's performance of its responsibilities and obligations relating to the Project. The Digital Documents do not replace or supplement the printed copies of the Drawings and Specifications that are, and remain, the Contract Documents for the Project.
3. The Digital Information is provided only as a design record prior to construction and for reference to the Recipient. The information in no way shall be used for "as-built" or record purposes.
4. The Recipient agrees not to use this Digital Information, in whole or in part for any purpose or project other than the specific project for which the Recipient and the Firm have a prior Professional Services Agreement. It is further understood and agreed that only printed copies of the Instruments of Services shall be signed and sealed by Architect or its sub-consultants in accordance with the laws of the state in which the project is built.

5. The Work cannot be distributed, altered, reused, sold, leased, printed, plotted, or duplicated without the expressed written consent of the Firm.
6. For Shop Drawings - Where the Recipient has received specific permission to use the Digital Documents in connection with Recipient's obligation to prepare certain documents for the Project, Recipient shall, in addition to the other obligations set forth herein, be obligated to remove Architect's or Architect's Consultant's title block from the copy of the Digital Documents used by Recipient. It is understood and agreed that the Digital Documents are not to be used by any contractor or any of its subcontractors of any tier or any material supplier or vendor as a shop drawing or any other type of submittal or as the basis for preparing such shop drawing or submittal. The sole exception to this prohibition shall be that the Recipient may use the Digital Documents as backgrounds upon which to prepare its shop drawing or other submittal when it is specifically permitted in technical section of project specification. When these digital documents are used as backgrounds in the preparation of shop drawings or other submittals, the Recipient agrees to confirm the accuracy of the digital documents before using them, Recipient agrees to accept all responsibility for any errors or inaccuracies and to release the Architect and its sub-consultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
7. Under no circumstances shall transfer of the Digital Information for use by the Recipient be deemed a sale by the Firm. The parties agree that the Digital Documents are not, nor shall they be construed to be, a product. The Firm makes no warranties, either express or implied, of the Digital Media or the Digital Information as to merchantability or fitness for any particular purpose the Recipient may need.
8. The Digital Information submitted by the Firm to the Recipient is submitted for an acceptance period of sixty days. Any defects the Recipient discovers during this period shall be reported to the Firm and may be corrected as part of the Firm's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.
9. The Digital Information is not guaranteed as to accuracy and completeness of all dimensions and details. Information contained in the signed and sealed printed documents should be deemed to be correct and superior to digital information.
10. The Digital Information is not guaranteed as to compatibility, in so far as incompatibilities may be present now or in the future with the Recipient's computers, storage devices, software, and output systems.
11. The Digital Media on which the Digital Information is provided cannot be guaranteed as to its durability, completeness or usability, in so far as instabilities may be present in the Digital Media, and in the transferring, archiving, recording or translating systems now and in the future. The Firm is not liable in any way for the perpetuation of this Digital Information on released digital media or on digital media retained by the Firm for its archives. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release Architect and its sub-consultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
12. Provision of the Information to the Recipient in no way limits the Firm to the further use of the Digital Information for the Firm's benefit.

14. Recipient agrees to waive any and all claims and liability against Architect and its sub-consultants resulting in any way from any failure by Recipient to comply with the requirements of this Agreement for the Delivery of Documents in Digital Format. The Recipient agrees, to the fullest extent permitted by law, to indemnify and hold the Firm harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Firm or from any reuse of the Digital Information without the prior written consent of the Firm. Recipient further agrees to indemnify and save harmless the Owner, Architect and its sub-consultants and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorney's fees) arising as the result of either: 1) Recipient's failure to comply with any of the requirements of this Agreement for the Delivery of Documents in Digital Format; or 2) a defect, error or omission in the Digital Documents or the information contained therein, which defect, error or omission was not contained in the Contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgment, suit, liability, damage, cost or expense.

The Recipient agrees to a \$200 charge per each of the following drawing sheets listed below, created within a CAD digital file, payable to this office prior to release of any Digital Information. NOTE: All sheets are available for release.

List Requested Drawing Sheets:

The Recipient agrees to a \$500 charge per each of the following groups of CAD digital files or RVT models checked below, payable to this office prior to release of any Digital Information. NOTE: Only those file groups listed below are available for release.

Check Requested Files:

- ☐ Architectural Drawings (DWG)
☐ MEP Drawings (DWG)
☐ Architectural model (RVT)
☐ Mechanical, Plumbing, Electrical model (RVT)

Please sign and return one copy of any release forms required by Consultants.

Please sign below and return one copy of this form with a check for the total payment made out to Becker Morgan Group.

Recipient sign here>

Accepted - signature

Date

Name/Title – printed

Company

BMG Principal - signature

Date

BMG Principal – printed

Prepared by – printed